



**PARKER McCAY**

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**Kevin D. Sheehan**  
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September 19, 2025

File No. 15644-23

**VIA HAND DELIVERY**

Dr. Edward C. Williams, PP, AICP, CSI, AHP,  
Director and Zoning Officer  
City of Camden  
Department of Planning & Development  
520 Market Street, City Hall, Room 224  
Camden, NJ 08102

**Re: Applicant: EMR Eastern LLC**  
**Project: Fire Towers**  
**Block 217, Lots 9.01 & 12**  
**NS Jackson 389 W. Ferry Ave**

Dear Dr. Williams:

EMR Eastern LLC ("Applicant") is the owner of Block 217, Lot 9.01 and tenant on Block 217, Lot 12 located at NS Jackson 389 W. Ferry Ave (the "Property"). The Property is located within the Port Related Industrial (PRI) District of the Land Development Ordinance of the City of Camden. The Applicant operates its de-manufacturing facility for its metal recycling operation on the Property. The use is permitted as a manufacturing use in the PRI Zone and has been treated as such for several prior applications; most recently for the construction of an 18,000 sf building and a crane (#04-08-P-872).

The Applicant is seeking to construct four (4) fire tower structures with a water canon on the top of the structures, and to add one (1) water canon on the existing shredder facility. The purpose of the fire towers is to prevent the conflagration of fires on Property. The four (4) new towers will be paced on 9' x 9' footings and are all located on Block 217, Lot 9.01.

The Applicant is seeking Preliminary and Final Site Plan approval with the following variances: (1) from Section 577-111 of the Zoning Ordinance to permit a side yard setback (existing condition) of 12.9 feet where 20 feet is required; and (2) from Section 577-111 of the Zoning Ordinance to permit a side yard setback for one (1) of the new towers of 18.74 feet where 20 feet is required. The Applicant will also request any and all variances the Board deems necessary after its review of the application.

**COUNSEL WHEN IT MATTERS.<sup>SM</sup>**

Mount Laurel, New Jersey | Hamilton, New Jersey | Camden, New Jersey



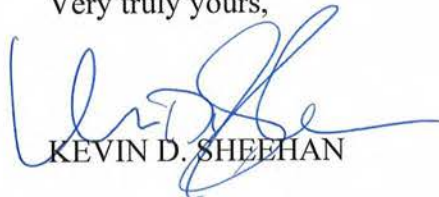
In that regard, I enclose the following:

1. Thirteen (13) copies of the Zoning Permit Application;
2. Thirteen (13) copies Site Plan Application and Submission Package with checklist;
3. Thirteen (13) sets of the Site Plan, prepared by Moench Engineering;
4. Thirteen (13) copies of the Completed Assessment Certifications for the Property;
5. Thirteen (13) copies of the Escrow Agreement and executed W-9 form;
6. Thirteen (13) copies of Ownership Disclosure Statement; and
7. Thirteen (13) copies of the Lease for the subject property.
8. Applicant's checks in the amount of:
  - a. \$87.30 representing the zoning permit fee;
  - b. \$500.00 representing the pre-application fee;
  - c. \$1,137.58 representing the amended preliminary and final major site plan application fee;
  - d. \$3,613.23 representing the amended preliminary and final major site plan escrow fee.

Two (2) copies of all submission materials are being hand delivered directly to Dena M. Johnson at Remington & Vernick. Please review this application and confirm that it can be scheduled for consideration at the October 9, 2025 Planning Board meeting.

Thank you for your cooperation. If you have any questions, please contact me.

Very truly yours,



KEVIN D. SHEEHAN

KDS/rr

Enclosures

cc: **ALL VIA EMAIL ONLY – WITH APPLICATION FORMS**

Dr. Edward C. Williams, Planning Director

Brian Moench, Moench Engineering

Michael Gross, EMR Eastern LLC

4918-7452-4265, v. 1



CITY OF CAMDEN  
DIVISION OF PLANNING  
CITY HALL – ROOM 224  
PO BOX 95120  
CAMDEN, NEW JERSEY 08101-5120  
(856) 757-7214

## **INSTRUCTIONS FOR ZONING/SIGN PERMIT APPLICATION**

**ALL APPLICANTS WHO NEED A ZONING/SIGN PERMIT MUST SUBMIT THE FOLLOWING:**

1. Completed Zoning AND/OR Sign Application
2. Proof of ownership (deed, tax bill, or lease) (Leases must be notarized) (Contract of Sale)
3. A detail floor plan of proposed use, conversion of single family dwelling shall have measurement of all habitable space. Accurate drawing of a proposed sign including dimensions and illustration signed by sign supplier. **Any addition or accessory uses or fences must have a Plot Plan and/or Survey. Additions/Fences must be presented on a Plot Plan/Survey with rear and side set back. You can obtain a Plot Plan from the Engineering Dept. located in City Hall, Room 325.**  
\*(copy of all/any plans must accompany application.
4. Completed attached Tax Certification (City of Camden Tax Office Room 117 1<sup>st</sup> floor and Water/Sewer is located in the Room 117, 1<sup>st</sup> floor)
5. Application fee:  
(non-refundable)

Single Family Dwelling	\$ 69.56
Two-Family Dwelling	\$ 139.13
Three-Family Dwelling	\$ 215.51
Or More	
Rooming House	\$ 259.16
Boarding House	\$ 259.16
Commercial Use	\$ 87.30
Industrial Warehousing & Manufacturing Use	\$ 139.87
Institutional Use	\$ 69.56
Advertising Billboards	\$ 395.56
Sign Application	\$ 79.11
Rezoning Application	\$ 345.09

**Money Order or Check payable to the City of Camden**

PLEASE RETURN COMPLETED APPLICATIONS TO THE ABOVE ADDRESS. **INCOMPLETE APPLICATIONS SHALL NOT BE PROCESS. ANY APPLICATION WHICH REMAINS INCOMPLETE FOR MORE THAN 10 BUSINESS DAYS WILL BE DISCARDED.** FALSIFICATION IN ANY FORM SHALL SUBJECT APPLICANT TO A FINE OR MUNICIPAL COURT.

No construction, erection, alteration, repair, remodeling, conversion, renovation or demolition of any building or structure shall begin prior to Zoning approval. Other municipal agency approvals maybe required.

**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**

I. GENERAL

Today's Date: 9/19/2025

Applicant: EMR Eastern, LLC Telephone: 856-583-1830

Applicant's Address: 201 N. Front Street, Camden, NJ 08102

Applicant Interest: (please check one) ☒ owner Lot 9.01 ☒ tenant Lot 12 ☐ agent/owner

SUBMITTING FOR: ☐ Zoning Permit ☐ Sign Permit

1. Name and Address of property OWNER if different from that of applicant:

South Jersey Port Corporation (Lot 12), 101 Joseph A. Balzano Way, Camden, NJ

EMR Eastern, LLC (Lot 9.01), 201 N. Front Street, Camden, NJ

\*All improvements are on Lot 9.01

2. Address and Block and Lot number for which zoning/sign permit is desired:

1251 Front Street Block: 217 Lot: 9.01 & 12

3.

Zone District:	R1	<b>R2</b>	R3	C1	C2	C3	C4	L11	L12	G11	G12
(please circle)	US	<b>PR1</b>	OL1	TOD	MW1	MW2	MS	CV2	CC		

4. Historic District: N/A

5. What is the property/land **PRESENTLY** being used *entirely as*:

Metal Recycling facilities / de-manufacturing facility

6. Is the structure presently vacant? N/A If so how long? \_\_\_\_\_

7. How many stories/floors does the building have? \_\_\_\_\_ Is there a basement/cellar? No

**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**

## II. ZONING

1. What is being proposed?

New Construction X Addition \_\_\_\_\_ Fence \_\_\_\_\_ (ht \_\_\_\_\_) Installation \_\_\_\_\_

New Business \_\_\_\_\_ Conversion \_\_\_\_\_ Other (explain: Reinforce existing concrete)

2. Describe in detail the use & activities **PROPOSED** (attached separate sheet if necessary):

Construct four (4) new fire towers with water canons, and place one water canon

atop the existing shredder.

3. Are there other activities existing within the same property? Yes (please describe)

Metal Recycling / de-manufacturing

4. Dimensions of Principal Building and/or structure 9' x 9' footing; 40 feet to top of tower;

46 feet to top of water canon.

5. Dimensions of All Accessory Building and/or structure N/A

6. Are any of the activities conducted in the principal building existing as a nonconforming use?

No X Yes \_\_\_\_\_ (please explain) \_\_\_\_\_

7. To the applicant's knowledge, has there been any prior applications made to the Zoning Board of Adjustment or the Planning Board?

No X Yes \_\_\_\_\_ (please explain) \_\_\_\_\_

=====

**THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN  
COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.**

9/19/2025

(Date)

  
(Signature of Applicant)  
Kevin D. Sheehan, Attorney for Applicant

EMR Eastern, LLC  
(Name of Corporation or Association)

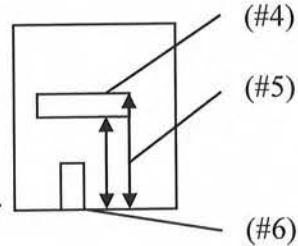
**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**



III. SIGN

**No Signs**

1. Type Sign: Awning / Billboard / Freestanding / Hanging / Mounted / Off Site / Window  
(please circle)  
Other (describe): \_\_\_\_\_ Alteration of an existing sign \_\_\_\_\_  
(attach photo & describe) \_\_\_\_\_
2. Are there any existing signs? \_\_\_\_\_ (if yes, please attach photos)
3. How many signs are proposed? \_\_\_\_\_
4. Will signs(s) be illuminated? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Dimension: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_ sq ft.
6. Distance between ground and the lowest part of sign \_\_\_\_\_ ft.
7. Distance between ground and highest part of the sign \_\_\_\_\_ ft.
8. Material of Sign: \_\_\_\_\_
9. Color(s) on sign(s): \_\_\_\_\_
10. Illustration/Wording: \_\_\_\_\_



=====

**THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE AND FURTHER UNDERSTANDS THAT IF THE SIGN EXCEEDS THE MAXIMUM REQUIREMENT A VARIANCE THROUGH THE PLANNING BOARD OF THE CITY OF CAMDEN MUST BE REQUESTED.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Applicant)  
Kevin D. Sheehan, Attorney for Applicant  
EMR Eastern, LLC  
(Name of Corporation or Association)

**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**

**CITY OF CAMDEN  
DEPARTMENT OF PLANNING & DEVELOPMENT**

**DIVISION OF PLANNING  
&  
ZONING**



**SITE PLAN APPLICATION AND  
SUBMISSION ITEMS PACKAGE**

Any question please contact:

Angela Miller, Planning Board Secretary  
(856) 757-7214

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**SITE PLAN APPLICATION  
CHECKLIST**

**CHECK IF COMPLETED**

**FOR OFFICE USE ONLY**

- |   |       |
|---|-------|
| <u>X</u> 1. Zoning Application                                      | _____ |
| <u>X</u> 2. Site Plan Applications & Site Plans (15 copies of both) | _____ |
| <u>X</u> 3. Proof of ownership (i.e. Deed, Tax Bill and/or Lease)   | _____ |
| <u>X</u> 4. Signed Escrow Fee Agreement                             | _____ |

**PRIOR TO SUBMISSION OF ANY SITE PLAN APPLICATIONS EVERY  
APPLICANT MUST CALL FOR A PRE-APPLICATION CONFERENCE.**

**IT IS STRONGLY ADVISED THAT THE APPROPRIATE PROFESSIONALS BE  
PRESENT AT SAID MEETING.**

**PRE-APPLICATION CONFERENCE FEE: \$500.00**

***(ACCORDING TO SECTION 577-270 OF THE CITY'S ZONING CODE)***

**\*NOTE:**

- A. Incomplete applications will not be processed.
- B. Submission hours are 8:30am to 4:30pm, Monday through Friday. All applications must be stamped "received" by the Division of Planning. No outside drop-offs will be processed.
- C. All plans must be folded with *Title Block* facing upward.
- D. Whenever public notice is required, the Division of Planning shall prepare procedures for said notification and advise applicant of its readiness.

**The following checklist pertains to PLOT PLANS:**

**Check if Completed**

**For Office Use Only**

- |  |       |
|--|-------|
| <u>X</u> 1. Name and Address of owner and applicant  | _____ |
| <u>X</u> 2. Name, signature, licenses #, seal and address of engineer, land surveyor, architect, professional planner, and/or landscape architect (as applicable).       | _____ |
| <u>X</u> 3. Title block denoting type of application, tax map sheet, county municipality, block and lot, and street address.   | _____ |
| <u>X</u> 4. Key map not less the 1" – 1000" showing location of tract to surrounding street, municipal boundaries, etc. within 500'.                                     | _____ |
| <u>X</u> 5. Schedule for required and proposed zone requirements for Lot area, frontage, setbacks, imperious coverage, parking, etc.                                     | _____ |
| <u>X</u> 6. North arrow to top of sheet, scale and graphic scale.  | _____ |
| <u>X</u> 7. Signature block for board chair, secretary, zoning officer/ administrative officer and engineer.   | _____ |
| <u>X</u> 8. Date of property survey  | _____ |
| <u>X</u> 9. Acreage of tract to nearest tenth  | _____ |
| <u>X</u> 10. Date of original and all revisions  | _____ |
| <u>X</u> 11. Size and location of existing or proposed structures and their dimension of setbacks  | _____ |
| <u>X</u> 12. Location and dimensions of any existing or proposed streets   | _____ |
| <u>X</u> 13. All proposed lot lines and area of lots in square feet  | _____ |
| <u>N/A</u> 14. Copy of and plan delineation of any existing or proposed deed restriction   | _____ |
| <u>N/A</u> 15. Any existing or proposed easement or land reserved or dedicated for public use  | _____ |
| <u>X</u> 16. Existing streets, other right-of-way or easements; water courses, wetlands, soils floodplains, or other environmentally Sensitive area within 200' of tract | _____ |
| <u>X</u> 17. Topographical features of subject property from USGS 7.5 minute maps  | _____ |

**CHECK IF COMPLETED****FOR OFFICE USE ONLY**

- |  |       |
|--|-------|
| <u>X</u> 18. Boundary, limits, nature and extent of wooded areas,<br>Specimen trees and other significant physical features  | _____ |
| <u>X</u> 19. Drainage calculations   | _____ |
| <u>X</u> 20. Proposed utilities: sanitary sewer, water, storm water<br>management, telephone, cable TV and electric  | _____ |
| <u>X</u> 21. Soil erosion and sediment control plan if more than 5000 sq. ft.  | _____ |
| <u>X</u> 22. Spot and finished elevations at all property corners, corners of<br>Structures, existing or proposed first floor elevations   | _____ |
| <u>N/A</u> 23. Construction details road and paving cross-sections and profiles<br>if no profiles needed   | _____ |
| <u>X</u> 24. Lighting plan and details   | _____ |
| <u>Waiver</u> 25. Landscape plan and details   | _____ |
| <u>Waiver</u> 26. Site identification signs, traffic control signs, and directional signs  | _____ |
| <u>X</u> 27. Sight triangles   | _____ |
| <u>X</u> 28. Vehicular and pedestrian circulation patterns   | _____ |
| <u>X</u> 29. Parking plan indicating spaces, size and type aisle width internal<br>Collectors, curb cuts, drives and driveways and all ingress and<br>Egress areas with dimensions | _____ |
| <u>X</u> 30. Preliminary architectural plan and elevations   | _____ |
| <u>X</u> 31. Environmental impact report, parcels 2 acres or larger  | _____ |
| <u>X</u> 32. Plan paper size should be 24 by 36  | _____ |



**PURSUANT TO THE CODE OF THE CITY OF CAMDEN  
(ARTICLE I, SECTION 233-4)**

**SITE PLAN APPLICATION**

**(Please Answer ALL Questions)**

**APPLICANT** EMR Eastern, LLC

**ADDRESS** 201 N. Front Street, Camden, NJ 08102

**TELEPHONE#** 856-583-1830 **FAX#** \_\_\_\_\_

**OWNER OF PROPERTY** South Jersey Port Corporation (Lot 12) & EMR Eastern, LLC (Lot 9.01)  
**(if other than applicant)**

**ADDRESS** 101 Joseph Balzano Way, Camden / 201 N. Front Street, Camden

**TELEPHONE** SJPC 856-757-4969 & EMR 856-583-1830

**IF APPLICANT IS INCORPORATE OR A PARTNERSHIP, LEGAL REPRESENTATION IS REQUIRED.  
PLEASE PROVIDE THE FOLLOWING:**

**ATTORNEY'S NAME** Kevin D. Sheehan, Esq., Parker McCay

**ADDRESS** 2 Cooper Street, Suite 1901, Camden, NJ 08102

**TELEPHONE#** 856-985-4020 **FAX#** \_\_\_\_\_

**EMAIL ADDRESS** ksheehan@parkermccay.com

**PLEASE PROVIDE THE FOLLOWING INFORMATION BELOW:**

**ENGINEER AND/OR ARCHITECT NAME** Brian Moench, President, Moench Engineering, P.C.

**ADDRESS** 4000 Clarks Creek Road, Plainfield, IN 46168

**TELEPHONE#** 317-837-2767 **FAX#** \_\_\_\_\_

---

**ADDRESS OF DEVELOPMENT** 1251 Front Street

**BLOCK NO.(S)** 217 **LOT NO.(S)** 12 / 9.01 **ZONE** PRI

---

**PRESENT USE(S)** Metal Recycling Facility

**DESCRIBE PROPOSED USES (S):**  
**(attach separate sheet if needed)** The Applicant is seeking approval of four (4) towers for  
existing recycling facility.

SQUARE FOOTAGE OF PROPOSED USE 324 sf new tower footings

LOT AREA (Measured in Square Footage) Lot 12=-5 acres; Lot 9.01=27.37 acres

BUILDING AREA OF GROUND FLOOR Lot 9.01=324 sf

BUILDING AREA (Total Sq. Ft. – all floors) N/A

NO. OF PROPOSED PARKING SPACES 0 on-site

NO. OF EXISTING PARKING SPACES 0 on-site

AREA IN ACRES OF ANY ADDITION ADJOINING LAND OWNED BY APPLICANT N/A

DOES THIS APPLICANT CONSTITUTE:  
(Please check appropriate box)

☐ New Application

☐ Preliminary

☒ Preliminary and Final

☒ Revision or Resubmission of a prior application

\*IS THIS APPLICATION FOR A VARIANCE TO CONSTRUCT A MULTI-DWELLING OF 25 OR MORE FAMILY DWELLING UNITS? (Please check) YES ☐ NO ☒

\*IS THIS APPLICATION INTENDED FOR COMMERCIAL PURPOSE(S)?  
(Please check) YES ☒ NO ☐

IF THE ANSWER TO (A) OR (B) IS "YES", AND/OR IF APPLICANT IS A CORPORATION OR PARTNERSHIP, PLEASE PROVIDE THE FOLLOWING:

1. Name and address of all stockholders or individual partners owning at least 10% of its stock, of any class, or at least 10% of the interest in the partnership, as the case may be. (Additional sheet may be attached if needed).

NAME

ADDRESS

See attached ownership disclosure.

DOES THIS APPLICATION INCLUDE:

1. AN ADDITION OF 1,000 SQ. FT. OR MORE TO AN EXISTING STRUCTURE?  
(Please circle)      YES      NO
2. AN ADDITION OF 1,000 SQ. FT. OR MORE OF PAVING AREA FOR OFF-STREET PARKING?  
(Please circle)      YES      NO

THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.

9/19/2025  
DATE

EMR Eastern, LLC  
APPLICANT'S NAME (PLEASE PRINT)

  
APPLICANT'S SIGNATURE  
Kevin D. Sheehan, Attorney for Applicant



#### IV. ASSESSMENT CERTIFICATION

##### Section A: Applicant shall complete

<b>SECTION A</b>	<b><u>OWNER</u></b>
Name of OWNER of Property <u>Camden Iron &amp; Metal, Inc.</u>	
Address: <u>201 No Front Street, Camden, NJ 08102</u>	
SEARCH Address: <u>NS Jackson 389 W Ferry</u>	
Block: <u>217</u>	Lot: <u>9.01</u> Account: _____

**Section B:** Applicant shall take this form to the City of Camden Tax Office, Room 117 (1<sup>st</sup> floor) for completion to indicate whether taxes are paid up to date. Applicant must also go to the PNC Bank (Broadway & Market St) for water and sewer to make sure water /sewer is paid up to date.

Upon completion, this form shall be submitted with original application. **NO APPLICATIONS WILL BE ACCEPTED – if any money is owed for Taxes or Water/Sewer, no permit can be issued until accounts are paid in full-proof of payment must be brought back before turning application in.**

##### Section C:

##### **TAX OFFICE & PNC BANK**

An application for Zoning/Sign permit has been submitted to the Division of Planning. Please check your records to be certain that the account is current

I HEREBY CERTIFY THAT THE PROPERTY ASSESSMENT ARE:

**\*\*MORTGAGE LETTERS ON LETTERHEAD WILL BE ACCEPTED FOR SALE/RESALE PROPERTIES ONLY\*\***

Account Type	Qtr.	Due date	Amount Owed	Other
(Taxes) W&S/Other	<u>3rd</u>	<u>8/1/2025</u>	<u>16,920.56</u>	<u>Dj 9/9/2025</u>
(Taxes) <b>W&amp;S</b> Other	_____	<u>9/15/25</u>	<u>\$1708.06</u>	<u>RC 9/9/25</u>
(Taxes/W&S/Other	_____	_____	_____	_____
(Taxes/W&S/Other	_____	_____	_____	_____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

#### IV. ASSESSMENT CERTIFICATION

##### Section A: Applicant shall complete

<b>SECTION A</b>	<b><u>OWNER</u></b>
Name of OWNER of Property <u>South Jersey Port Corporation</u>	
Address: <u>101 Joseph A. Balzano Blvd</u>	
SEARCH Address: <u>AD L 10 WS Frt 365 Kaighn</u>	
Block: <u>217</u>	Lot: <u>12</u> Account: _____

**Section B:** Applicant shall take this form to the City of Camden Tax Office, Room 117 (1<sup>st</sup> floor) for completion to indicate whether taxes are paid up to date. Applicant must also go to the PNC Bank (Broadway & Market St) for water and sewer to make sure water /sewer is paid up to date.  
Upon completion, this form shall be submitted with original application. **NO APPLICATIONS WILL BE ACCEPTED – if any money is owed for Taxes or Water/Sewer, no permit can be issued until accounts are paid in full-proof of payment must be brought back before turning application in.**

**Section C:** **TAX OFFICE & PNC BANK**  
An application for Zoning/Sign permit has been submitted to the Division of Planning. Please check your records to be certain that the account is current

I HEREBY CERTIFY THAT THE PROPERTY ASSESSMENT ARE:  
**\*\*MORTGAGE LETTERS ON LETTERHEAD WILL BE ACCEPTED FOR SALE/RESALE PROPERTIES ONLY\*\***

Account Type	Qtr.	Due date	Amount Owed	Other
(Taxes) <u>W&amp;S/Other</u>	<u>3rd</u>	<u>8/1/2025</u>	<u>NOT BILLING</u>	<u>Dj 9/9/2025</u>
(Taxes) <u>W&amp;S/Other</u>	_____	<u>NOT BILLING</u>	_____	<u>RC 9/9/25</u>
(Taxes/W&S/Other	_____	_____	_____	_____
(Taxes/W&S/Other	_____	_____	_____	_____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

ESCROW DEPOSIT AGREEMENT BETWEEN THE CITY OF CAMDEN AND

DEPOSITOR EMR Eastern, LLC

Address 201 N. Front Street

Camden, NJ 08102

Telephone No. 856-757-4969

Check No. \_\_\_\_\_

Depositor herewith deposits the sum of Three thousand six hundred thirteen and 23 cents dollars (\$3,613.23) with the City of Camden in accordance with an subject to the provisions of the City of Camden Ordinance No. MC-2304, being incorporated by reference and made a part hereof, and agrees to the following:

1. Depositor's payment of said deposit is made in connection with an application for:

\_\_\_\_\_  
\_\_\_\_\_

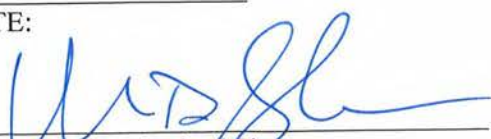
At (provide address with block and lot number): \_\_\_\_\_

2. The Treasure of the City of Camden shall be authorized to disburse to the City Engineer from the funds deposited, those fees required to be paid for the technical and professional review by the Zoning Board of Adjustment and/or Planning Board pursuant to the terms of Ordinance MC-2304.
3. All fees shall be disbursed upon reconciliation of the Engineer & Insurance Escrow Accounts by Ordinance MC-2304.
4. If there are insufficient funds in the depositor's escrow account to pay all pending bill attribute to the aforementioned project, depositor shall be notified by the appropriate agency and requested to make an additional deposit into the escrow account.
5. Depositor understands that if he/she fails to make any additional deposit required, depositor's application shall be denied.
6. Any additional deposits shall be made to the Treasure, City of Camden, by way of the Division of Planning, in accordance with the terms set forth herein unless otherwise agreed to by the depositor and the approving agency.
7. The City of Camden shall not be required to pay interest on any sums held pursuant to this agreement.

IN WITNESS WHEREOF the undersigned hereby accepts the terms and conditions of this agreement.

9/19/2025

DATE:

  
\_\_\_\_\_  
Applicant or Authorized Signature

Kevin D. Sheehan, Attorney for Applicant

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**EMR Eastern, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**143 Harding Avenue**

6 City, state, and ZIP code  
**Bellmawr, NJ 08031**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

4	7	-	2	9	1	5	7	9	9
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person ► *[Signature]*

Date ► *10/16/18*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**DISCLOSURE STATEMENT PURSUANT  
TO N.J.S.A. 40:55D-48.1**

Eastern Metal Recycling is a trade name of EMR Eastern, LLC.

EMR Eastern is 100 % owned by EMR Financing, LLC which is 100% owned by European Metal Recycling USA Holdings Limited which is 100% owned by EMR (USA Holdings) Inc. which is 100% owned by European Metal Recycling USA Limited which is 100% owned by European Metal Recycling Limited which is 100% owned by Ausurus Group Ltd.

The entities/individuals which own greater than 10% of Ausurus Group Ltd are as follows:

- (1) The Philip Sheppard Settled Legacy Trust, Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS
- (2) Clive Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS
- (3) Robin Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS  
and
- (4) Trevor Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS

Lot 9.01

# LEASE AGREEMENT

1. DATE OF LEASE September 7, 2017
2. LANDLORD: "LANDLORD" shall mean CAMDEN IRON & METAL, INC.
3. TENANT: "TENANT" shall mean EMR Eastern, LLC
4. NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand shall be deemed to have been duly given or served if in writing and either personally served or forwarded by Certified mail, Return Receipt Requested postage prepaid, and addressed as follows:

LANDLORD: Camden Iron & Metal, Inc.  
c/o Eastern Metal Recycling Terminals, LLC  
143 Harding Avenue  
Bellmawr, NJ 08031

TENANT: EMR Eastern, LLC  
c/o Eastern Metal Recycling Terminals, LLC  
143 Harding Avenue  
Bellmawr, NJ 08031

and also a copy to: Parker McCay, P.A.  
9000 Midlantic Drive, Suite 300  
Mount Laurel, NJ 08054  
Attention: Kevin D. Sheehan, Esq.

Each such mailed notice shall be deemed to have been given to or served upon the party to which it is addressed two (2) days after the date the same is deposited in the United States Certified Mail, postage prepaid, and properly addressed in the manner above provided. Either party hereto may change its address to which said notices shall be delivered or mailed by giving written notice of such change to the other party hereto as herein provided.

## 5. PREMISES

Landlord, for and in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, as hereafter set forth, hereby rents to Tenant, and Tenant hereby rents from Landlord, all those certain lands and improvements located at (i) NS Jackson 389 W Ferry Ave., as identified as Block 217, Lot 9.01 in the official tax map of the City of Camden, County of Camden, New Jersey, (ii) 1251 S. Front St., as identified as Block 217, Lot 10 in the official tax map of the City of Camden, County of Camden, New Jersey, and (iii) 124 Mechanic St., as identified as Block 272, Lot 1 in the official tax map of the City of Camden, County of Camden, New Jersey (collectively, the "Premises"). The Premises includes all improvements, additions and other properties installed thereon at

the commencement of this Lease, or at any time during the Term (as hereinafter defined) of this Lease (other than Tenant's movable personal property and trade fixtures).

6. USE OF PREMISES / GROW CONTINGENCY

Tenant shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes deemed unlawful, disreputable, or extra hazardous. Tenant will maintain the Premises in a clean, orderly and sanitary condition; and will comply with the requirements of all laws and ordinances as currently or hereinafter enacted and all valid rules and regulations of governmental authorities and all recommendations of the Association of Fire Underwriters with respect to Tenant, or Tenant's business, and the use or occupancy of the Premises.

It is expressly understood between the Parties that the Tenant is seeking the use and receipt of "Grow New Jersey Assistance" tax credits pursuant to and in accordance with the Economic Opportunity Act of 2013 ("EOA") ("Tax Credits"). Tenant shall promptly apply to the New Jersey Economic Development Authority ("NJEDA") for the award of Tax Credits in accordance with the provisions of the EOA and the regulations promulgated thereunder. The Parties shall cooperate with each other in support of the application including, but not limited, the NJEDA's or the State's review of the Property and with respect to any inquiries made by the NJEDA or the State in connection with the application and the Property generally. In furtherance thereof, Landlord shall respond to all requests for information required by the NJEDA related to the application.

It is expressly understood and agreed by the Parties that the obligation of Tenant to proceed with the lease of the Property is entirely contingent upon the receipt of the award of Tax Credits from the NJEDA in an amount sufficient to Tenant, the sufficiency of which shall be made at the sole discretion of Tenant. Tenant shall have no obligation to proceed with this Lease unless and until an award of Tax Credits has been provided by the NJEDA Board and the sufficiency of such award has been conclusively determined by Tenant.

Tenant shall have the right, after the NJEDA Board meeting at which its application for Tax Credits is approved to determine, in its sole discretion, whether the amount of the award is sufficient. If Tenant determines that the amount of Tax Credits awarded will be insufficient, Tenant shall have the right to terminate this Lease upon written notice to Landlord, and in such event neither Landlord nor Tenant shall have any further obligation, liability or responsibility to each other under this Lease, except as otherwise expressly provided in this Lease and the Security Deposit shall be promptly paid to Landlord.

7. TERM

A. Term:

The initial term (the "Initial Term") of this Lease shall be fifteen (15) years, commencing on September 1, 2017 (the "Commencement Date") and ending on August 31, 2032 (the "Termination Date"), unless terminated earlier. Unless otherwise agreed to by the parties, upon the expiration of the Initial Term, or any subsequent renewal thereof, this Lease shall automatically renew for an additional fifteen (15) years (each, a "Renewal Term" and collectively, the "Renewal Terms" and together with the Initial Term, the "Term"). All of the terms, covenants, and provisions of this Lease shall apply to each Renewal Term.

## 8. RENT

A. Fixed Rent: Tenant shall pay to Landlord Fixed Minimum Rent (herein called the "Fixed Rent") hereunder of One Thousand Two Hundred Dollars (\$1,200.00), payable in equal monthly installments of One Hundred Dollars (\$100.00). In the event that this Lease is extended for additional Renewal Terms, the Fixed Rent for the Renewal Term shall be the rental charged for the term immediately preceding the Renewal Term in question, all of which is payable without notice in equal monthly installments.

B. Payment Dates: Rent shall be payable in equal monthly installments in the amounts noted above, due in advance on the first (1st) day of each month during the Term of this Lease except that the first full monthly installment is being paid upon the execution of this Lease. If the Commencement Date is not the first (1st) day of a month, Fixed Rent for the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs shall be apportioned on the basis of the number of days in said month and shall be paid on the Commencement Date. Fixed Rent and all other amounts payable by Tenant to Landlord under the provisions of this Lease (herein called the "Additional Rent") shall be paid promptly when due, without notice or demand therefor, and without deduction, abatement, counterclaim or setoff of any amount or for any reason whatsoever. The Fixed Rent and Additional Rent are sometimes collectively referred to in this Lease as the "Rent".

C. Other Additional Rent. All other sums of money or charges required to be paid by Tenant under this Lease shall be other "Additional Rent." If paid by Landlord, Tenant shall reimburse Landlord for such expense within ten (10) days after delivery of documentation evidencing such expenditures by Landlord and shall be collectible as Rent. Additional Rent shall also include but not be limited to late fees, reasonable attorney's fees incurred by Landlord to enforce the provisions of this Lease or interest charges and shall be payable as provided herein.

D. Gross Lease. Except as otherwise provided in this Lease to the contrary, it is understood and agreed that this is a "gross" Lease, and that all of the costs, expenses, and obligations of any kind relating to the Premises, including, but not limited to, property taxes shall be paid by the Landlord.

## 9. LATE PAYMENT

Rent is due and payable on or before the first (1st) day of each month. If Tenant shall fail to pay, within fifteen (15) days of the due date, any installment of Rent (whether Fixed Rent or any Additional Rent), Tenant shall, upon demand, pay Landlord a late charge of two percent (2%) of the past due amount ("Late Charge"). In the event that any payment of Rent is late or Tenant's check is received within the fifteen (15) day period, but is returned to Landlord by the Landlord's bank for any reason, other than Landlord's improper endorsement ("Returned Check"), then Tenant shall, within three (3) days of receipt of Landlord's notice that its check has been returned, deliver to Landlord a Bank or Certified Check in the amount of the Returned Check plus two percent (2%) thereof, representing the required Late Charge, unless Landlord has specifically waived the Late Charge in writing.

## 10. SIGNS

Tenant shall have the right to install, at Tenant's sole cost and expense, any professionally manufactured signs on the exterior or in or on the interior of the Premises, so long as the same are not in violation of applicable code. Any such signs shall be removed by Tenant at the expiration of the Term and the



Premises restored to the condition in which it was prior to the installation of the sign, reasonable wear and tear and damage by fire or casualty excepted.

#### 11. SERVICES AND UTILITIES

The Tenant shall pay when due all costs, rents and charges for utilities and services including security deposits, minimum fees and connection fees. The utilities shall be deemed to include the cost of heating, air conditioning, electricity, fuel, water, gas, sprinkler stand-by fee (if any), sewer service and garbage and refuse removal.

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason. Upon demand, Tenant shall promptly furnish to Landlord evidence of payment of charges for utilities and services. If not paid promptly by Tenant, Landlord shall have the right, but not the obligation, to pay such charges, and if such charges are paid by Landlord, such rents, costs and charges shall be added to and become payable as Additional Rent with the installment of Rent next due, or within thirty (30) days of demand thereof, whichever occurs sooner.

#### 12. CONDITION OF PREMISES

Landlord shall provide the Premises in "as-is" condition and Landlord is not required to perform any work or expend any monies to conform the Premises to the Tenant's desired use and/or occupancy. Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties, express or implied, made by or on behalf of Landlord with respect to the Premises or with respect to the suitability of same for the conduct of Tenant's business. By the commencement of use and occupancy of the Premises, Tenant acknowledges that Tenant has examined the Premises and hereby shall be deemed to have accepted the same as being in the condition called for by this Lease.

Tenant, at its sole cost and expense, will, during the Term of this Lease, continue to maintain any permits or other governmental or agency approvals that are necessary for the conduct of Tenant's business at the Premises, and will comply with all laws, rules, statutes, ordinances, orders, regulations, and requirements of all federal, state and municipal governments or public authorities and the appropriate agencies, offices, departments, bureaus, boards and commissions thereof, and the board of fire underwriters and/or fire insurance rating organizations or similar organization performing the same or similar functions, whether now or hereafter in force, related or applicable to the use or continued use of the Premises for such purposes.

Tenant will, during the Term and all continuations hereof, keep, and at the expiration hereof, peaceably surrender possession of said Premises in as good order and condition as existed at the date of occupancy under this Lease, reasonable wear and tear and damage by fire or casualty covered by standard fire and extended coverage excepted, and free of toxic or hazardous materials, and Landlord's obligations excepted, and will, at the expiration of said Term, or any continuation thereof, deliver the keys to the Premises to the Landlord. The Premises shall be in good condition at the termination of this Lease. All repairs required to be made by Tenant pursuant to this Lease shall be completed prior to the termination of the Lease.

All alterations, additions, improvements, replacements or changes (which such alterations, changes, demolitions, replacements, improvements, additions and constructions are hereinafter collectively referred to as "Alterations") made by Tenant to the Premises shall be constructed only with Landlord's prior written consent, and shall be constructed at Tenant's expense. The Alterations shall be

performed in accordance with all Requirements in a good and workmanlike manner. Tenant shall not be entitled to any abatement, allowance, reduction or suspension of the Rent or Additional Rent, nor shall Tenant be released of or from any other obligation imposed upon Tenant under this Lease, on account of the making of such Alterations. The Alterations shall be constructed in accordance with all applicable federal, state, and local laws, and ordinances, including the City of Camden Building and Zoning Codes, Camden County Building and Zoning Codes, and any environmental laws (collectively, the "Regulations"). Tenant shall be fully responsible for any damage to property or injury to person resulting from the Alterations made by it to the Premises, and shall hold Landlord harmless with respect thereof. The Alterations made to the Premises by Tenant shall be and become the property of Landlord upon the expiration, cancellation or sooner termination of this Lease.

Whether under the provisions of this Lease or otherwise, neither Tenant, nor any agent, employee, representative, contractor, or subcontractor of Tenant, shall have any power or authority, express or implied, to do any act or thing, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or to make any contract or agreement which will bind Landlord or the interest of Landlord in the Premises or to charge the Rent payable hereunder by Tenant for any claim in favor of any person dealing with Tenant, and Landlord shall not have any responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any demolition or construction work, any Alterations unless Landlord shall expressly undertake such obligation by an agreement in writing signed by Landlord and made between Landlord and Tenant, or such contractor, subcontractor, supplier, materialman, workman, or other person, firm or corporation. Nothing herein contained shall be deemed to be Landlord's written authorization of any contract for any Alterations or other improvements to be entered into by Tenant for purposes of section 2A:44A-3 New Jersey Statutes. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of labor performed or materials furnished in connection with any work performed on the Premises under contracts executed by Tenant on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the Improvements, and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate of Tenant or against the right, title and interest of Landlord in the Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting Landlord's or its mortgagees' interests in the Premises or the Improvements to be placed upon the Premises or the Improvements arising out of any action or claimed action by Tenant. Whenever and as often as any such lien shall have been filed against the Premises based upon any action or omission of Tenant, any subtenant or of anyone claiming through Tenant or a subtenant, Tenant shall, within thirty (30) days after written notice from Landlord of the filing thereof, take such action by bonding, deposit or payment as will remove or satisfy the lien, to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount of such lien or any portion thereof without inquiry as to the validity thereof, and such amount and all costs and expenses, including reasonable attorneys' fees and interest, incurred by Landlord in procuring the discharge of such lien shall be due and payable by Tenant to Landlord, as Additional Rent hereunder, within fifteen (15) days following Landlord's written demand for such sums. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith protects the interests of Landlord and any mortgagee in the Premises, and Landlord and any such mortgagee are, by the expiration of said thirty (30) day period, furnished such reasonable protection, and reasonable

indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are reasonably satisfactory to Landlord and any such mortgagee. Tenant shall indemnify and keep indemnified and defend and hold harmless Landlord against all such liens, charges and encumbrances, expressed or implied, which may encumber the Premises as a result of or in connection with the Renovations or such Alterations, work, labor, services or materials.

### 13. REPAIRS AND MAINTENANCE

A. Tenant, throughout the term of this Lease and at Tenant's sole cost and expense, shall keep and maintain the Premises and make all repairs thereto, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the premises in good order, repair and condition, excluding the roof, walls, structure, hot water heaters, roof fans, plumbing, plumbing fixtures, mechanical and electrical systems, heating and air conditioning systems (HVAC). Tenant shall keep the Premises in good condition, reasonable wear and tear excepted. When used in this Lease, the term "repairs" shall include replacements and renewals when necessary. Tenant shall pay the cost of any repairs made pursuant to this paragraph even if same are not occasioned by the act, omission or negligence of Tenant, its employees or invitees. All repairs required to be made by Tenant shall be completed within thirty (30) days after written notice from Landlord to make said repairs. In the event Tenant does not complete the repairs within thirty (30) days then Landlord may, but shall not be required to, make the repairs and the cost thereof shall become immediately due and payable by Tenant as Additional Rent. Landlord shall not be responsible for any actual or consequential damage resulting from the failure of any service or repair performed or not performed pursuant to this paragraph.

B. Tenant shall also be responsible for the cost to maintain all landscaped areas, (including replacing and replanting flowers, shrubbery and other plantings), driveways, paving, curbing, drainage, sidewalks, loading bays, parking lots, and lighting facilities, as well as snow and ice removal for all entrance ways and sidewalks. Additionally, Tenant's obligation to maintain the Premises shall include an obligation to maintain the improvements of which the Premises is a part.

### 14. ALTERATIONS AND TRADE FIXTURES

If Tenant wishes to perform any work or make alterations or additions to the Premises, Tenant must first obtain Landlord's written consent, which shall not be unreasonably conditioned, delayed or withheld. With respect to any improvements approved by the Landlord, Tenant agrees that it will submit to Landlord sealed plans and specifications along with the name and address of the proposed contractor and all subcontractors as part of any request made hereunder. Landlord shall approve or disapprove of the plans and specifications within thirty (30) days of Tenant's submission of the plans and specifications. If the Landlord does not approve the plans and specifications within thirty (30) days, then the plans and specifications shall be deemed approved. Prior to commencing the work, Tenant will furnish Landlord with copies of all governmental permits and certificates establishing that its contractor and subcontractors have adequate insurance coverage and also will furnish a waiver of lien. Upon completion of the work, Tenant will submit to Landlord "as built" drawings and certificates of inspection certifying the satisfactory completion of the alteration, addition or improvement. If Landlord consents to such Tenant Improvements all such alterations, additions or improvements, except movable and detached or detachable office furniture, and movable partitions, and movable machinery and equipment put in at Tenant's expense, shall, immediately upon installation, be the property of Landlord, and shall remain upon and be surrendered with the Premises, as part thereof, at the termination of this Lease or when Tenant is removed at the option of Landlord. Any damages caused by or arising from the Tenant's removal of its property from the Premises shall be restored and repaired at Tenant's expense.

Any property or fixtures which remain upon the Premises after the expiration of this Lease shall be deemed abandoned by Tenant and Landlord may take possession of same and dispose of them in any reasonable manner without any further liability of Landlord to Tenant. Any costs associated with the removal of such property shall be payable by Tenant.

All labor and materials furnished by or on behalf of Tenant under or pursuant to this Lease shall be first class, not less than the caliber and quality which exists in the Premises and by contractors approved in writing by Landlord and shall be accomplished at times so as not to disturb the activities of other tenants or occupants. Tenant shall not install any alterations, additions or improvements (including any Tenant Improvements) in such a manner as to compromise the structural integrity of the Premises or any part thereof. The labor and materials shall be installed in complete conformity to all applicable statutes, codes, ordinances and regulations.

Tenant agrees that under no circumstances will it change any of the exterior locks, which would make it impossible from Landlord to gain access with its key.

#### 15. ACCESS TO PREMISES

Landlord, its employees and agents shall have the right to enter all parts of the Premises upon twenty-four (24) hours' advance written notice to Tenant during regular business hours, except in the event of an emergency for which no prior notice is required, for the purpose of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants of the Premises and making such inspections (including, but not limited to, inspections for environmental monitoring which shall be performed in accordance with Section 16(C) below), alterations, repairs, improvements or additions to the Premises as may be necessary. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a duplicate key (or forcibly in the event of an emergency) without liability to Tenant and without such entry constituting an eviction of Tenant or termination of this Lease. Landlord agrees to indemnify and hold Tenant and Tenant's agents and employees harmless from and against any and all claims, demands, suits, fines, losses and other liabilities occurring in connection with or resulting from the entry by Landlord or its agents, employees and contractors onto the Premises and the maintenance, repairs or replacements thereof and not as the result of any grossly negligent act or material omission by Tenant or its agents, employees and contractors.

#### 16. ENVIRONMENTAL COMPLIANCE

##### A. ISRA Compliance.

Landlord and Tenant each represent to the other that its respective North American Industry Classification System Code ("NAICS") number as designated in the Standard Classification manual prepared by Office of Management and Budget, Executive Office of the President of the United States is 423930. Landlord and Tenant each acknowledge and agree that ISRA compliance is not applicable to its NAICS number.

##### B. Other Environmental Compliance.

(i) Tenant shall also comply with any environmental law, regulation or provision of any act promulgated by any other federal or state agency having jurisdiction over the Premises (other than ISRA) (the "Element"), including compliance with any requirements of the Element for any cleanup due to spills or discharges of Hazardous Substances at the Premises which occurred during the Term of



this Lease or Tenant's occupancy of the Premises, as a result of Tenant's or Tenant's agents, employees, or invitees' use, generation, storage or release of Hazardous Substances at, on or under the Premises.

(ii) Tenant shall promptly furnish to Landlord true and complete copies of all documents, submission, correspondence and written communications between Tenant and the Element, along with all sampling and test results and reports obtained and prepared from samples and tests taken at the Premises. Tenant shall also notify Landlord in advance of all meetings scheduled between Tenant and the Element, and Tenant will not object to Landlord attending any such meetings.

(iii) Should the Element require a cleanup or remedial action because of a spill or discharge of hazardous substance or waste at the Premises, which occurred during the Term of this Lease or Tenant's occupancy of the Premises as the result of the Tenant's or Tenant's agent's, employee's, or invitees' use, generation, storage or release of Hazardous Substances in, on, at or under the Premises, Tenant shall, at Tenant's own cost and expense, promptly prepare and submit the required plans and financial assurances to the Element and shall promptly carry out the required cleanup or remedial action.

#### C. Access.

Tenant shall permit Landlord and Landlord's agents, servants and employees, including, but not limited to, legal counsel and environmental consultants and engineers, access to the Premises for the purposes of environmental inspections and sampling as per the terms herein. Tenant shall not impose any conditions on access provided, however, that Landlord and its agents and employees shall comply with the Element or any other health or safety requirements pertaining to such access. In the event that Landlord's environmental inspections shall include sampling and testing of the Premises, Landlord shall use its best efforts to avoid interfering with Tenant's use of the Premises, and upon completion of sampling and testing shall repair and restore the affected areas of the Premises from any damage caused by the sampling and testing to the condition in which it existed immediately prior to such sampling or testing.

#### D. Survival.

The provisions of this paragraph 16 shall survive the expiration or earlier termination of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

### 17. MONITORING REQUIREMENTS

A. Reporting Requirements: Tenant shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions made by Tenant to the Environmental Protection Agency ("EPA"), NJDEP, the United States Occupational Safety and Health Administration, or any other local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Substances pursuant to laws including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and the regulations promulgated thereunder (the "Spill Act"); the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq. and the regulations promulgated thereunder; the Hazardous Substance Discharge -- Reports and Notices Act, N.J.S.A. 13:1K-15 et seq. and the regulations promulgated thereunder; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. and the regulations promulgated thereunder ("Spill Act"); and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. and the regulations promulgated thereunder ("RCRA") (collectively, the "Environmental Laws").

B. Environmental Liens. Tenant shall within ten business (10) days of when Tenant becomes aware or should have known of same, notify Landlord as to any liens threatened or attached against the Premises pursuant to the Spill Act or any other Environmental Law. In the event that such a

lien is filed against the Premises, the Tenant shall, within sixty (60) days from the date the lien is placed against the Premises, and at any rate prior to the date any governmental authority commences proceedings pursuant to the lien, either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (i) a bond satisfactory to Landlord in the amount of the claim out of which the lien arises, (ii) a cash deposit in the amount of the claim out of which the lien arises, or (iii) other security satisfactory to the Landlord in an amount sufficient to discharge the claim out of which the lien arises.

C. Condition Precedent to Assignment and Sublease.

(i) As a condition precedent to any sublease or assignment by Tenant of the Premises, and subject to any other condition on sublease or assignment contained in this Lease, Tenant shall, at Tenant's own expense, first comply with ISRA (to the extent required) and fulfill all of Tenant's environmental obligations under this Lease which also arise upon termination of the Term.

(ii) Tenant shall promptly furnish to Landlord true and complete copies of all documents, submissions, and correspondence provided by Tenant to the ISRA Element, and all documents, reports, directives and correspondence provided by the ISRA Element to the Tenant. Tenant shall also promptly furnish to Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at, on, in or under the Premises by or on behalf of Tenant. Tenant shall notify Landlord in advance of all meetings scheduled between the Tenant and the ISRA Element, and Landlord may attend all such meetings, unless specifically prohibited by the ISRA Element or the Element.

18. ASSIGNMENT AND SUBLETTING

A. Tenant shall have the right to sublet all or any part of the Premises or Building without the prior written consent of Landlord. Upon any subletting of all or any part of the Premises, (a) Landlord shall not be entitled to receive from Tenant any profit derived by Tenant from the subletting, and (b) Tenant shall be fully released from all of its liability under the terms and conditions of this Lease.

In the event of default by any subtenant under the terms and conditions of this Lease at such time that all or part of the Premises are then sublet, Landlord shall only collect directly from the subtenants(s) all rents becoming due under this Lease.

B. Tenant shall have the right to make an assignment of this Lease without the prior written consent of Landlord. Upon the assignment of this Lease, (a) Landlord shall not be entitled to receive from Tenant any profit derived by Tenant from the assignment, and (b) Tenant shall be fully released from all of its liability under the terms and conditions of this Lease. In the event of default by any assignee under the terms and conditions of this Lease, Landlord shall only collect directly from assignee(s) all rents becoming due under this Lease.

G. Nothing herein to the contrary withstanding, Tenant shall be required to give Landlord thirty (30) days written notice in advance of any such subleasing or assignment.

19. MECHANICS' LIENS

Tenant will not permit any mechanics liens or other liens to be placed upon or filed against the Premises or improvements on the Premises. If any notice of intention, mechanics, or other lien shall be filed against the Premises for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond, or otherwise, within sixty (60) days after the earlier of: (i) the date on which Tenant knew or should have

known of such filing; or (ii) receipt of notice from the Landlord of such filing. If Tenant shall fail to cause such lien to be discharged of record within such sixty (60) day period, Landlord may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto. The cost to Landlord for removal of such lien will be charged with interest and costs to Tenant as Additional Rent and will be payable on the first (1<sup>st</sup>) day of the month next following the payment by Landlord. Tenant shall indemnify and hold Landlord harmless against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney fees) which may be brought or imposed against or incurred by Landlord by reason of any such lien or its discharge.

## 20. INDEMNIFICATION AND LIABILITY INSURANCE

A. Tenant covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all losses, costs, damages, expenses and liabilities, including without limitation reasonable attorneys' fees, which may be incurred or paid out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with (a) the use and occupancy of the Premises by Tenant, (b) the breach of or failure to perform any of the terms or conditions of this Lease required to be performed by Tenant, (c) any failure by Tenant to comply with any statutes, regulations, ordinances or orders of any governmental authority, (d) any work done in or to the Premises by the Tenant or its agents, (e) any grossly negligent act or material omission on the part of Tenant and/or its officers, employees, agents, customers and/or invitees, or any person claiming through or under the Lease, or (f) any accident, damages, death, injury on or about the Premises, or the damage, loss or theft of property in or about the Premises (whether involving property belonging to Tenant or any other person), resulting from any cause whatsoever, unless such accident, death, injury, damage, loss or theft is caused, whether in whole or in part, by any act, omission, or negligence of the Landlord, and from and against all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Landlord by Tenant. Tenant covenants, upon notice from Landlord, to resist or defend such action or proceeding by legal counsel reasonably satisfactory to Landlord. The indemnifications contained in this paragraph shall survive the termination of this Lease.

B. Tenant shall further indemnify Landlord against all claims which are or may be made concerning the Premises and condition of same during the Term of this Lease. The Tenant shall further indemnify, protect, defend by counsel reasonably acceptable to Landlord, and save the Landlord, its subsidiaries, affiliates, employees, agents, officers, directors, and shareholders, representatives, and their successors and/or assigns, harmless against and from any and all damages (including, without limitation, diminution in value), losses, liabilities, obligations, fines, penalties, claims, causes of action, litigation, demands, deficiencies, interest, defenses, judgments, suits, proceedings, liens, encumbrances, costs, disbursements, or expenses of any kind including, without limitation, reasonable attorney's fees, engineering or other professional or expert fees which Landlord may incur, and all amounts paid in defense or settlement of the foregoing whether or not arising out of third-party claims, known or unknown, foreseen or unforeseen, contingent or otherwise (collectively, "Losses"), which may at any time be imposed upon, incurred by or asserted or awarded against Landlord or the Premises or any portion thereof by any other party or parties (including any governmental entities), in connection with and as the result of (i) the Tenant's or Tenant's agents, employees or invitees' use, generation, storage, or release of Hazardous Substances on, in, under, at or affecting all or any part of the Premises, including any structures or buildings located thereon (including the Building) during the Term of this Lease or the Tenant's occupancy of the Premises, (ii) any environmental conditions or the remediation of any environmental conditions (whether now known or hereafter discovered), or any environmental noncompliance arising from, caused, introduced by or on behalf of, or out of or attributable to, the assets, business or operations of Tenant at the Premises during the Term of this Lease or Tenant's occupancy of

the Premises, (iii) alleged exposure of any person to Hazardous Substances arising from, caused, introduced by or on behalf of, or out of or attributable to, the assets, business, or operation of Tenant at the Premises during the Term of this Lease or Tenant's occupancy of the Premises, or (iv) Tenant's failure to provide information, make submissions, or take any actions required by ISRA Element, NJDEP, the Element, or this Lease. Tenant's obligations pursuant to this paragraph shall exist regardless of whether Landlord is alleged or held to be strictly or jointly and severally liable and shall continue so long as Landlord remains responsible for any spill or discharges or existence of Hazardous Substances at the Premises which occur as a result of the Tenant's use or occupancy of the Premises. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction. These indemnifications shall survive the termination of this Lease.

C. Landlord covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Tenant against and from, and Tenant shall not be liable to Landlord for, any and all losses, costs, damages, expenses and liabilities, including without limitation reasonable attorneys' fees, which Tenant may incur or pay out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with (a) the breach of or failure to perform any of the terms or conditions of this Lease required to be performed by Landlord, or (b) any work done in or to the Premises by the Landlord or its agents, (c) any accident, damages, death, injury on or about the Premises, or the damage, loss or theft of property in or about the Premises (whether involving property belonging to Landlord or any other person), caused, whether in whole or in part, by any act, omission, or negligence of the Landlord, and from and against all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Tenant by Landlord, or (d) any negligent act or omission on the part of Landlord and/or its officers, employees, agents, customers and/or invitees, or any person claiming through or under the Lease. Landlord covenants, upon notice from Tenant, to resist or defend such action or proceeding by legal counsel reasonably satisfactory to Tenant. The indemnifications contained in this paragraph shall survive the termination of this Lease.

D. The Landlord shall further indemnify, protect, defend, and save the Tenant, its subsidiaries, affiliates, employees, agents, officers, directors, and shareholders, representatives, and their successors and/or assigns harmless against and from any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against Tenant or the Premises or any portion thereof by any other party or parties (including any governmental entities), in connection with Hazardous Substances on, in, under or affecting all or any part of the Premises, including any structures or buildings located thereon (including the Building), any environmental conditions or the remediation of any environmental conditions (whether now known or hereafter discovered), or any environmental noncompliance prior to the Commencement Date. These indemnifications shall survive the termination of this Lease.

E. During the Term of this Lease or any renewal thereof, Landlord shall obtain and promptly pay all premiums for comprehensive general public liability insurance insuring Tenant against any and all liability or claims of liability arising out of or resulting from any accident or otherwise for personal injury, death or property damage with respect to the Premises covering at least the hazards of "premises operations" and "independent contractors" in such commercially reasonable amount, such coverage to also include a contractual liability endorsement with such insurance company or companies as such be satisfactory to Landlord from time to time, and all such policies and renewals thereof shall name the Tenant as an additional insured and shall contain a breach of warranty endorsement that the coverage shall not be voided as to Tenant for any misrepresentation, act or omission of Landlord.



F. All Landlord's policies of insurance shall provide (i) that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Tenant, (ii) that any loss shall be payable notwithstanding any act or negligence of the Tenant which might otherwise result in the forfeiture of said insurance, (iii) that the insurance company issuing the same shall have no right of subrogation against the Tenant, (iv) that as to the interest of Tenant, the insurance afforded by the policy shall not be invalidated by any breach or violation by Landlord of any of the warranties, declarations or conditions in the policy, and (v) a waiver of subrogation in favor of Tenant.

G. Landlord shall insure the improvements located on the Premises at the commencement and throughout the Term hereof of the Lease against fire or other casualty (collectively, "Insurance"), the cost of which is to be paid by Landlord. Landlord shall insure the fixtures, equipment, machinery, tenant improvement and betterments and contents including, but not limited to, all equipment, machinery, furnishings and inventory against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance including sprinkler leakage and business interruption.

H. In the event that the Landlord and the Tenant are deemed to be mutually responsible for the Hazardous Substances, the parties' responsibility for environmental conditions under this Agreement shall be limited in proportion to their respective liability.

## 21. WAIVER OF SUBROGATION

Tenant and Landlord, respectively, hereby release each other from any and all liability or responsibility to the other for anyone claiming by, through or under it or them by way of subrogation or otherwise for any loss or damage to property covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policies of insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder.

## 22. WAIVERS OF CLAIMS

Except as otherwise in the Lease provided, each party and its respective agents, servants and employees shall not be liable for, and each party hereby releases and relieves the other, its respective agents, servants, and employees, of all liability in connection with any and all loss of life, personal injury, damage to or loss or interruption of business occurring to either party, its respective agents, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of the Premises, from, without limitation, (a) any fire, other casualty, accident, occurrence or condition in or upon the Premises; (b) any defect in or failure of (i) plumbing, sprinkling, electrical, heating, or air conditioning systems or equipment, telecommunication conduit, lines and equipment or any other systems and equipment of the Premises, and (ii) the stairways, railings or walkways of the Premises; (c) any steam, gas, oil, water, rain, or snow that may leak into, issue or flow from any part of the Premises from the drains, pipes, roof, or plumbing, sewer or other installation of same, or from any other place of quarter; (d) the breaking or disrepair of any installments and equipment; (e) the falling of any fixture or any wall or ceiling materials; (f) damaged or broken interior or exterior glass; (g) latent or patent defects; (h) the exercise of any rights by either party under the terms and conditions of this Lease; (i) any acts or omissions of other persons; (j) any acts or omission of either party, its respective agents, servants, and employees; and (k) thefts, acts of God, public enemy, injunction, riot, strike, insurrection, war, court order or any order of any governmental authority having jurisdiction over the Premises unless such loss of life, injury, damage to or loss or interruption of



business is caused, whether in whole or in part, by any act, omission, or negligence of either party. Notwithstanding anything contained herein to the contrary, however, neither party shall not be relieved of liability in connection with any environmental matter at the Premises.

## 23. FIRE OR OTHER CASUALTY

A. If the Premises are damaged by fire or other casualty, Tenant shall give immediate notice to the Landlord, the damages shall be repaired by and at the expense of Landlord and the Rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is still usable by Tenant, unless such casualty or fire shall be caused by Tenant's own negligence in which event Rent shall continue to accrue. In the event the Premises are damaged or destroyed by a fire or other casualty ("Casualty") during the Term, Landlord shall notify Tenant within thirty (30) days after such casualty of Landlord's good faith estimate of the time needed to reconstruct the Premises. If such estimated time exceeds one hundred eighty (180) days from the date of Casualty, Tenant shall have the right to terminate this Lease, provided notice of intent to cancel is transmitted in writing to Landlord within thirty (30) days after Landlord provides notice of such good faith estimate. In the event that Tenant does not exercise such right of termination as provided in the immediately preceding sentence, Landlord shall, at its sole cost and expense, commence to repair the damage caused by such Casualty and, thereafter, shall diligently and continuously pursue completion of such repairs. Tenant agrees to repair and replace its own furniture, furnishings, equipment, and any alteration or improvement installed by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from such damage or the repair thereof unless such Casualty is caused, whether in whole or in part, by the Landlord's act, omission, or negligence.

B. If, (i) in the opinion of Landlord's licensed architect or engineer, the Premises are rendered substantially untenantable by reason of such fire or other casualty, or (ii) twenty (20%) percent or more of the Premises is damaged by said fire or other casualty, and less than six (6) months would remain on the Term thereof upon completion of the repairs or reconstruction, then Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within thirty (30) days from and after said occurrence, to elect to terminate this Lease, and in such event, this Lease and the tenancy hereby created shall be cease as of the date of said occurrence, the Rent to be adjusted as of said date.

## 24. SUBORDINATION AND NON-DISTURBANCE

This Lease is subject and subordinate to any mortgage now or hereafter affecting or covering the Premises. The recording of any mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording of same. This Lease shall not be a lien against the Premises. Notwithstanding the aforesaid subordination, in the event of the foreclosure of any such mortgage, (a) this Lease shall not terminate, and (b) the peaceful possession of Tenant shall not be disturbed, provided that Tenant is not in default under any of the terms and conditions of this Lease. Tenant agrees to attorn to and to recognize the mortgagee or the purchaser at foreclosure sale as Tenant's landlord for the balance of the Term of the Lease. Tenant hereby agrees, however, that such mortgagee or the purchaser at foreclosure sale shall not be (1) liable for any act or omission of Landlord; (ii) subject to any offsets or defenses which the Tenant might have against the Landlord; (iii) bound by any Rent or Additional Rent which Tenant may have paid to Landlord for more than the current month; (iv) bound by any amendment or modification of this Lease made without its consent; or (v) liable for the return of any security deposit except to the extent that the security deposit has been transferred to any mortgagee or subsequent purchaser. The aforesaid subordination, non-disturbance and attornment provisions shall be self-operative; however, Landlord agrees to use its best

efforts to obtain an Subordination and Non-Disturbance Agreement from all mortgagees of the Premises and Tenant agrees to promptly execute any other agreement submitted by Landlord in confirmation or acknowledgment of same. Tenant hereby authorizes and empowers Landlord as its attorney-in-fact to execute an instrument in confirmation or acknowledgment of the provisions of this paragraph in the event that Tenant fails to execute any document within thirty (30) days of its presentation.

## 25. CONDEMNATION

A. If during the Term of this Lease or any extension thereof, all of the Premises shall be condemned or temporarily taken for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then in that event the Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase, whereupon the Rent shall be adjusted as of the time of such termination and any Rent paid for a period thereafter shall be refunded. In the event that less than all of the Premises is taken and such taking materially interferes with the Tenant's ability to conduct business, then Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase or, upon mutual agreement of the parties. If the Premises are partially condemned and Tenant fails to terminate the Lease as provided for herein, or the taking does not materially interfere with the Tenant's ability to conduct its business, Landlord shall repair and restore, at its own expense, the portion of the Premises not taken and thereafter the Rent shall be reduced proportionately to the portion of the Premises taken.

B. In the event of any total or partial taking of the Premises or the Building, Landlord shall be entitled to receive the entire award in such proceeding for the Premises and Tenant shall make a separate application for Tenant's fixtures, equipment, and moving expenses under the then applicable New Jersey eminent-domain code.

## 26. ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, within thirty (30) days after written request by Landlord, execute, acknowledge and deliver to Landlord, or its mortgagee or trustee, a statement in writing duly executed by Tenant (i) certifying that this Lease is in full force and effect (if that be the case) without modification or amendment (or, if there have been any modification or amendments, that this Lease is in full force and effect as modified and amended and setting forth the modifications or amendments), (ii) certifying the date to which Fixed Rent and Additional Rent have been paid, and (iii) either certifying that to the knowledge of the Tenant no default exists under this Lease or specifying each such default; it being the intention and agreement of Landlord and Tenant that any such statement by Tenant may be relied upon by a prospective purchaser or a prospective or current mortgagee of the Premises, or by others, in any matter affecting the Premises.

## 27. BANKRUPTCY

A. The following shall be Events of Bankruptcy under this Lease:

(i) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy ("the Bankruptcy Code") or under the insolvency laws of any State, District, Commonwealth or Territory of the United States ("Insolvency Laws");

(ii) The appointment of a receiver or custodian for any or all Tenant's property or assets or the institution of a foreclosure action upon any of Tenant's real or personal property;

- (iii) The filing of a voluntarily petition under the provisions of the Bankruptcy Code or Insolvency Laws;
- (iv) The filing of a involuntarily petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within ninety (90) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later, or
- (v) Tenant's making or consenting to an assignment for the benefit of creditors or a common law compensation of creditors.

#### B. Landlord's Remedies

(i) Termination of Lease. Upon occurrence of an Event of Bankruptcy, Landlord shall have the right to terminate this Lease by giving written notice to Tenant; provided, however, that this subparagraph (i) shall have no effect while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant to its Trustee is unable to comply with the provisions of subparagraphs (iv) and (v) below. At all other times this Lease shall automatically cease and terminate, and Tenant shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this subparagraph (i). Any other notice to quit, or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of the Landlord to be done and performed shall cease without prejudice, subject, however, to the rights of Landlord to recover from Tenant all Rent and other monetary damages or loss of reserved rent sustained by Landlord.

(ii) Suit for Possession. Upon termination of this Lease pursuant to subparagraph (i) above, Landlord may proceed to recover possession under and by virtue of the provisions of the laws of any applicable jurisdiction, or by such other proceedings, including re-entry and possession, as may be applicable.

(iii) Non-Exclusive Remedies. Without regard to any action by Landlord as authorized by subparagraphs (i) and (ii) above, Landlord may at its discretion exercise all the additional provisions set forth below in Article 29.

(iv) Assumption or Assignment by Trustee. In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this Article shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee (i) promptly cures all defaults under this Lease, (ii) promptly compensates Landlord for monetary damages, incurred as a result of such default, and (iii) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee Tenant.

(v) Adequate Assurance of Future Performance. Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used above, shall mean that all of the following minimum criteria must be met: (i) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Rent due under this Lease; (ii) Both the average and median of Tenant's gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Rent due under this Lease; (iii) The Trustee must agree that Tenant's business shall be conducted in a first class manner, and that no liquidating sales, auctions, or other non-first class business operations shall be conducted on the Premises; and (iv) The Trustee must agree that the use of the Premises as stated in the Lease will remain unchanged and that no prohibited use shall be permitted.

(vi) Failure to Provide Adequate Assurance. In the event Tenant is unable to (i) cure its defaults, (ii) reimburse the Landlord for its monetary damages, (iii) pay the Rent due under this Lease, and all other payments required of Tenant under the lease on time (or within five [5] days), or (iv) meet

the criteria and obligations imposed above, Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord as provided above.

## 28. DEFAULT

The occurrence of any of the following events (each, an "Event of Default") shall constitute a material default and breach of this Lease by Tenant:

A. Failure of Tenant to accept possession of the Premises within thirty (30) days after the Commencement Date;

B. The vacation or abandonment of the Premises by Tenant for more than thirty (30) consecutive days, or the removal or attempted removal of Tenant's property from the Premises other than in the ordinary course of business;

C. A failure by Tenant to pay, when due, any installment of Fixed Rent hereunder or any Additional Rent or any such sum herein required to be paid by Tenant. Landlord shall not be required to send Tenant notice of non-receipt of Rent;

D. Any act, manner or thing objectionable to the fire insurance companies or Board of Underwriters whereby the fire insurance or any other insurance now in effect or hereafter to be placed on the Premises shall become void or suspended, or whereby the same shall be rated as more hazardous risk than at the commencement date; or

E. A failure by Tenant to observe and perform any other provisions or covenants of this Lease to be observed or performed by Tenant.

## 29. REMEDIES

Upon the occurrence of any such Event of Default set forth above, the Tenant shall be in default ("Default") and the Landlord may, at its option, have the following remedies:

A. Landlord may (but shall not be required to) cure for the account of Tenant any such Default of Tenant and immediately recover as Additional Rent any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of one (1%) percent per annum over the prime rate (as said rate is published from time to time in the Wall Street Journal) from the date of such expenditure;

B. Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired Term hereof and all renewal options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than thirty (30) days after the date of such notice. Notwithstanding the foregoing, Tenant may save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and such notice shall be rescinded, and this Lease and the term hereof (and any extensions thereto) granted, hereunder, shall continue in the same manner and with the same force and effect. If Tenant shall not cause any such notice to be rescinded, then at the expiration of the time limit in such notice, this Lease and the term hereof (and any extensions thereto) granted, hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the Term of this Lease.



Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefore. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Premises shall be relet;

C. Landlord may, at any time after the occurrence of any Event of Default, re-enter and repossess the Premises and any part thereof and attempt in its own name, as agent for Tenant if this Lease is not terminated or in its own behalf if this Lease is terminated, to relet all or any part of such Premises for and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord in its sole discretion shall determine, including a term beyond the termination of this Lease; and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or mitigation of damages. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alternations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient; and the costs of such decorations, repairs, changes, alterations, or additions shall be charged to and be payable by Tenant as Additional Rent hereunder, along with any reasonable brokerage and legal fees expended by Landlord; and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the Rent due hereunder as aforesaid. Tenant shall pay to Landlord monthly, on the days when the Rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Landlord from such new tenant;

D. Landlord shall have the right of injunction, in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, including the actual or threatened failure to vacate the Premises at the end of the Term, to restrain the same and the right to invoke any remedy allowed by the law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. Landlord shall have the right of distraint upon Tenant's goods pursuant to N.J.S.A. 2A:33-1 et seq. upon adequate notice consistent with due process. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others;

E. In the event Tenant fails to evacuate the Premises upon the expiration of this or any extended Term hereunder or upon termination of this Lease, Tenant shall pay to Landlord 125% the monthly rental payment for the month in which this Lease expired or Landlord may, at its option, pursue any other remedy to which it may be entitled;

F. In addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorney's fees and court costs incurred as a result of such breach.

### 30. REQUIREMENT OF STRICT PERFORMANCE

The failure or delay on the part of the Landlord or Tenant to enforce or exercise at any time any of the provisions, rights or remedies in the Lease shall in no way be construed to be a waiver thereof, nor in any way shall it affect the validity of this Lease or any part hereof, or the right of the party to thereafter enforce each and every provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of Rent at a time when the Rent is in default under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of a lesser amount than the Rent due shall not be construed to be other than a payment on account of the Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such

payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

### 31. LANDLORD'S OBLIGATIONS

Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Premises; and, upon termination of that ownership, Tenant, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Premises for the satisfaction of each and every obligation of Landlord hereunder.

### 32. LANDLORD'S LIABILITY

Notwithstanding anything to the contrary set forth in this Lease, it is specifically understood and agreed by Tenant that there shall be absolutely no personal liability on the part of the Landlord with respect to any of the terms, covenants and conditions of this Lease and the Tenant shall look solely to the equity, if any, of the Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord; such exculpation of personal liability to be absolutely and without any exception whatsoever. The term "Landlord" as used in this Lease shall mean the holder from time to time of the fee interest in the Premises, and if such fee interest be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease.

### 33. SUCCESSORS

The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

### 34. NON-LIABILITY

Any equipment, fixtures, goods or other property of Tenant not removed by Tenant upon termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall be considered as abandoned and Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

### 35. GOVERNING LAW

Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

### 36. CAPTIONS; INTERPRETATION; SEVERABILITY

Marginal captions, titles or exhibits and riders in this Lease are for convenience and reference only, and are in no way to be construed as defining, limiting, construing, describing, or modifying the scope of intent of the various provisions of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of a

Lease by Landlord or Tenant. If any words or phrases in this Lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated from the fact that said words or phrases were so stricken out or eliminated. If any terms or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Each covenant, agreement, obligation, or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the part bound by, undertaking or making same, not dependent on any other provision of this Lease, unless otherwise provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. The word person as used in this Lease shall mean a natural person or persons, a partnership, a corporation or any other form of business or legal association or entity.

37. ENTIRE AGREEMENT

This Lease, including any riders hereto, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement, in writing, signed by both parties hereto or their respective successors in interest. In addition, this Lease is not binding until and unless it is executed by the Landlord and a fully executed copy delivered to the Tenant. The acceptance or depositing of any check delivered by Tenant to Landlord with this Lease shall not be deemed or construed as an acceptance or execution of this Lease by the Landlord.

38. WAIVER OF TRIAL BY JURY

Landlord and Tenant each hereby waive the right to a trial by jury in the event any claim is made concerning the construction, interpretation or enforcement of this Lease.

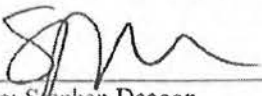
39. CONSENT OF THE PARTIES

Wherever the approval or consent of either party is requested or required, it shall be deemed to be written consent and shall not be unreasonably withheld conditioned or delayed.


40. BROKERS. No broker's fee is applicable to this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year first above written.

LANDLORD:  
CAMDEN IRON & METAL, INC.

By:   
Name: Stephen Deacon  
Title: Chief Operating Officer

TENANT:  
EMR EASTERN, LLC

By:   
Name: Stephen Deacon  
Title: Chief Operating Officer

**LEASE AGREEMENT  
BETWEEN  
SOUTH JERSEY PORT CORPORATION  
AND  
CAMDEN IRON & METAL**

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## LEASE AGREEMENT

This Agreement made this 1<sup>st</sup> day of December, 2011 between the South Jersey Port Corporation, an instrumentality of the State of New Jersey, hereinafter referred to as "Lessor" or "Landlord" and/or its successors and/or assignees and Camden Iron & Metal, 143 Harding Avenue, Bellmawr, NJ 08031, hereinafter referred to as "Lessee" or "Tenant".

### Article I

1.1 Rental Space. Buildings – L - 33,000 Sq. Ft., J - 48,000 Sq. Ft., Open Ground – Gallagher 392,040 Sq. Ft., K - 178,596 Sq. Ft., Behind J - 87,120 Sq. Ft. located at Beckett St. Terminal in the City of Camden, County of Camden, and State of New Jersey hereinafter the "premises" or the "demised premises", as more particularly described in Exhibit "A" attached hereto.

### Article II

2.1 Term. The Term of the Lease shall be for 20 years beginning on the first day December, 2011 to November 30, 2030 with two (2) Five year options. The CPC will be applied annually starting December 1, 2012.

### Article III

3.1 Use. The premises shall be used for for the processing and storage of metals and other materials, maintenance and repair facility, office and other employee use. No other use shall be conducted without written approval of the Lessor.

### Article IV

## RENTS

4.1 Base Rent. The Base Rent for the term is as follows:

Dec. 1, 2012	Nov. 30, 2013	Annual	Per Month	Per Sq. Ft.
L- Building 33,000 Sq. Ft.		\$41,250.00	\$3,438.00	\$1.25
J – Building 48,000 Sq. Ft.		\$120,000.00	\$10,000.00	\$2.50
Open Space 87,120 Sq. Ft.		\$39,204.00	\$3,267.00	\$0.45
K – Open Space 178,596 Sq. Ft.		\$80,368.00	\$6,697.00	\$0.45
Gallagher 392,040 Sq. Ft.		<u>\$176,418.00</u>	<u>\$14,701.00</u>	\$0.45
		\$457,240.00	\$38,103.00	

Lessee covenants and agrees that Lessee will without notice, demand, offset or deductions whatsoever, pay the rent in lawful money of the United States of America, in Base Rent monthly installments, in advance during the term of this lease.

4.2 Additional Payment.

Lessee also agrees to pay to the City of Camden and County of Camden or any other governmental authority, upon presentation of bills, a payment in lieu of taxes as determined by an agreement between Landlord and the City of Camden and County of Camden upon the demised premises or upon the premises of which the demised premises are part, for each year or part thereof, during the term of this lease or any renewal or extension thereof. It is understood and agreed between Lessor and Lessee that the agreed payment in lieu of taxes will not result in any assessment against Lessor or its property and payment will only be forthcoming from Lessee to the City of Camden and County of Camden.

4.3 Payment of Rent.

(a) Except as otherwise expressly provided herein, the Base Rent shall be due and Payable by Lessee by the first day of each month for the term of this Lease.

(b) Lessee shall pay Base Rent promptly when due without notice or demand therefor and without any abatement, deduction or set off for any reason except as otherwise expressly provided in this lease.

(c) No payment by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct Base Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor's right to recover the balance or pursue any other remedy provided in this Lease or at Law.

(d) If Lessee (a) fails to make any payment of Base Rent by the first day of the month with respect to which such installment of Base Rent is payable, then (I) Lessor may impose a late payment charge equal to Four (\$4.00) Dollars for each One Hundred (\$100.00) Dollars which is past due, and in addition (ii) such unpaid amount shall bear interest at a rate equal to the maximum applicable rate allowed by law, from, in the case of Base Rent, the first day of the month with respect to which the same is payable, to the date of payment by Lessee of such Base Rent.

(e) Lessee agrees to pay to Lessor, as rent, an additional charge of One and One - Half Percent (1.5%) per month on all outstanding balances due under this agreement that are due over thirty (30) days.

(f) This Lease and the obligation of the Lessee to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation, or agency, or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Lessor.



## Article V

### 5.1 Security Deposit.

(a) Upon the execution of this lease by Lessee in addition to the first month's rent, Lessee agrees to deposit with Lessor the additional sum of \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) equal to one (1) month's rent to be held by the Lessor as security for the faithful performance of all the terms and conditions of the within lease. The security deposit shall increase as rental payments increase, so that the security deposit will always equal one (1) month's current rental for the applicable period.

(b) Should the Lessee fail to live up to the terms and conditions of this lease, Lessor shall have the right, at Lessor's option, at any time and from time to time, to apply the said \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) or any part thereof, for the purpose of curing any such default or for the purpose of reimbursing Lessor for any damage or costs occasioned by such default, without affecting any other rights or remedies reserved to Lessor in such case, under the terms of this lease.

(c) If the Lessee shall have faithfully lived up to all the terms and conditions of this lease, the said \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) plus any additional deposits shall be refunded to Lessee at the expiration or sooner termination of this lease; provided, however, that Lessee first shall have vacated the same premises in as good or equal to the condition as when leased, reasonable wear and tear excepted, and surrendered possession thereof to Lessor by delivery of keys.

(d) Nothing herein contained shall require Lessor to hold the sums so deposited as a trust fund, nor establish any relationship between Lessor and Lessee other than that of debtor and creditor with respect to said sums so deposited.

(e) In the event Lessor shall assign or otherwise transfer its interest in this lease, Lessor

shall have the right, at any time, without notice to Lessee, to transfer the sums deposited to the assignee or other transferee of such interest, and upon such transfer, Lessor shall be released and relieved from all liability and/or responsibility with respect to said deposit and/or return of application thereof. Lessor shall have the right, at any time without notice to Lessee, to deliver to Lessor's principal the aforementioned deposit, in which event such deposit shall be held and applied by Lessor's principal in accordance with the terms hereof and Lessor shall be released and relieved from all liability and/or responsibility to Lessee with respect to said deposit and/or return of application thereof.

#### Article VI

##### 6.1 Covenants Between Parties.

(a) In further consideration of the said lease, the parties do hereby covenant and agree as follows:

Lessee hereby acknowledges that Lessee has examined the demised premises and it is agreed that Lessee entering into possession of the demised premises shall be an acknowledgment by Lessee that the said premises was in acceptable condition at the beginning of the term hereof. Lessee has let the demised premises in their present condition and without any representations being relied on by Lessee, its officers, servants and/or agent. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting, or at any time thereafter. It is understood and agreed that there is neither a warrant, representation or agreement with regard to the HVAC system and that Lessor specifically is not obligated to install, repair or otherwise replace the current HVAC system, if any. The Lessee shall take care of the premises and shall at the Lessee's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the demised premises in good order and condition, wear and

tear from a reasonable use thereof, and damage by the elements not resulting from neglect or fault of the tenant, excepted. The Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways or stairs.

(b) Lessee covenants and agrees that Lessee will without demand:

(1) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor in the same manner as rent due and in arrears.

(2) Keep the demised premises clean and free from all ashes, dirt, weeds, and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the interior of the premises in general; keep the same in good order and repair; reasonable wear and tear and damage by accidental fire or other casualty not occurring through act or negligence or Lessee's agents, employees, customers or invites alone excepted. Lessee agrees to peaceably deliver up and surrender possession of the demised premises to Lessor at the expiration or sooner termination of this lease, and in the same condition in which Lessee has agreed to keep the same during continuance of this lease, promptly delivering to Lessor at its offices all keys for the demised premises.

(3) Comply promptly with all laws and ordinances and other notices, requirements, orders, regulations, and recommendations (whatever the nature thereof may be) of any and all the Federal, State, County, Municipal and/or other authorities and the Board or Fire Underwriters, and any insurance organizations or associations, and/or companies, with respect to the demised premises and any property

appurtenant thereto. In the event of Lessee's failure to make any necessary repairs immediately upon receipt of notice from Lessor, Lessor may at Lessor's option, make such repairs and collect the cost therefor from the Lessee in any manner herein permitted for the collection of rent due and in arrears.

- (4) Use every reasonable precaution against fire.
- (5) Comply with rules and regulations of Lessor promulgated as hereinafter provided.
- (6) Give to Lessor prompt written notice of any accident, fire, damage or discharge, release, leaking, disposal, or deposit of any hazardous waste or substance, as defined in paragraph 6.1 (b)
- (7), occurring on or to the demised premises.

(7) Indemnify, hold harmless and defend Lessor from any claim of liability by any private party or governmental entity arising out of the future discharge, release, spill, leaking, pouring, omitting, emptying, dumping, disposal, deposit, handling, or storage of any contaminant, pollutant, petroleum product, debris, deleterious substance, destructive substance, poisonous substance, hazardous waste or hazardous substances, (as those terms are defined by State or Federal statutory and common law, including, but not limited to, as defined in any of the following statutes: The Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 6901, et seq., and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq., including any and all amendments thereto, and any other Federal, State or Local environmental statutes or regulations that may be enacted subsequent to the execution of this lease) where such contaminant, pollutant, petroleum product, debris, deleterious substance, destructive substance, poisonous substance, hazardous waste or hazardous substance were caused or permitted to be brought onto or were generated on the demised premises by Lessee, its agents, representatives, contractors, customers, employees or assigns, notwithstanding the lack of fault or negligence of Lessee.

Lessee covenants and agrees to indemnify, hold harmless and defend Lessor from any fines,



penalties, sanctions, charges or liabilities arising out of the alleged violation of any Local, State, or Federal environmental statute, regulation, ordinance or law by Lessee, its agents, employees, customers, contractors, representatives or assigns provided such violation shall relate to substances brought on to or generated on the demised premises by Lessee. "Environmental statutes, regulations, or ordinances enacted by any governmental entity intended to protect from or remedy harm to the environment and which shall include, but not be limited to, the following State and Federal statutes: the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Spill Compensation and Control Act, N.J.S.A. 38:10-23.11 et seq., the Resource Conservation and Recovery Act, N.J.S.A. 13:1K-6 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Water Pollution Control Act, L. 1990 c. 28, the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Clean Air Act, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq., and the Water Quality Improvement Act of 1971, N.J.S.A. 23:5-28, including any and all amendments thereto, and any other Federal, State, or Local environmental statutes or regulations that may be enacted subsequent to the execution of this lease.

(8) Surrender immediate possession of the demised premises in the case of a rejected lease as further described hereinafter under paragraph 6.7 (b).

(c) Lessee covenants and agrees that Lessee will do none of the following things without the consent, in writing, of Lessor first had and obtained:

(1) Occupy the demised premises in any other manner or for any other purpose than as set forth above.

(2) Assign, mortgage or pledge this lease or underlet or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof, nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by Lessor, and without such consent no such assignment, mortgage,

pledge or sub-lease shall be valid. If Lessee becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for an arrangement or reorganization under the Bankruptcy Act or any other Federal or State Act is filed by or against Lessee, or a bill in equity or other proceeding for the appointment of this lease by operation of law, or if the real or personal property of Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant. At such time as Lessee desires to sublease, to avoid being in default, Lessee shall determine, by written request of Lessor, that a sublease will be considered, and, after receiving preliminary approval from the Lessor, Lessee shall submit a proposed written sublease agreement for formal action by the Lessor, prior to execution.

(3) Except for a security booth and guard which are permitted, place or allow to be placed any stand, booth, sign or showcase upon the doorstep, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted placed or erected any sign, projection, or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected upon the premises, if permission has been granted and restore the premises to their former condition, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, showcase, projection or device and restoring said premises to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(4) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or building fixtures, whether installed before or after the execution of this lease, shall remain upon the demised premises at the expiration or sooner termination of this lease and shall become the property of Lessor, unless the Lessor shall, prior to the termination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations,

improvements, additions, or building fixtures and restore the premises to the same order and condition in which they were prior to making of such alterations, improvements or additions. Should Lessee fail to do so, Lessor may do so and collect the cost and expense thereof from Lessee as additional rent. It is understood and agreed between Lessor and Lessee that Lessee may at the end of its lease remove the storage silos, cooling towers and related fixtures and equipment. Lessee agrees to restore the premises to the same order and condition in which they were prior to the making of said alterations, improvements or additions subject to reasonable wear and tear. Should Lessee fail to do so, Lessor may do so and collect the cost and expense thereof from Lessee as additional rent.

(5) Use or operate any machinery that, in Lessor's opinion, is harmful to the premises or disturbing to other tenants occupying other parts thereof.

(6) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(7) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies or in violation of the provisions of the fire insurance policies whereby the fire insurance or any other insurance not in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor, as additional rent, any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee or by the breach for the provisions of this paragraph.

(8) Remove, attempt to remove or manifest, in the reasonable opinion of Lessor, an

intention to remove Lessee's goods or property from or out of the demised premises other than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent due and for all rent which may come due during the entire term of this lease.

(9) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

(10) Permit any odor, dust, fumes, noise, sound or vibration which may, in Lessor's reasonable judgment, in any way tend to impair said premises or interfere with the business and/or occupancy of any other tenant.

(11) Bring, cause to bring on or permit to bring on the demised premises any hazardous waste or substances, as defined in paragraph 6.1(b)(7).

(d) Lessee covenants and agrees that Lessor shall have the right, but Lessor shall be under no obligation, to do the following things and matters in and about the demised premises.

(1) At all reasonable times and in a reasonable manner, by itself, or its duly authorized agents, to go upon and inspect the demised premises and every part thereof, and/or at its option to make repairs, alterations and additions to the demised premises or the building of which the demised premises are a part provided no interruption of Lessee's business operations.

(2) At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservations of good order therein. Such rules and regulations shall, when notice thereof is given to Lessee, form a part of this lease.

(3) To display a "For Sale" sign at any time and also, after notice from either party of intention to terminate this lease, or at any time within three (3) months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such



part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants, authorized by Lessor, may inspect the premises at any reasonable time. Any sign hereof shall be of reasonable size and at such location as not to interfere with the normal business of the Lessee.

(4) Discontinue all facilities and services rendered by Lessor or any of them, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

(e) Quiet Enjoyment. The Lessor covenants and represents that the Lessor is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Lessee, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

6.2 Expected Conduct of Lessee. This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which Lessor, in its reasonable discretion, may deem improper or objectionable.

6.3 General Liability Insurance. The Lessee, at Lessee's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Lessor, during term hereof, and for any renewal periods thereof, general liability insurance, insuring the Lessor against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for not less than \$2,000,000 combined single limit for bodily injury liability and property damage liability for loss or damage to the property of any person or persons or legal entities in any one accident or occurrence. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and certificate(s) shall be delivered to the Lessor, together with evidence of the payment of the

premiums therefor, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Lessee shall enter into possession, whichever occurs sooner. All such policies shall contain a provision that they may not be canceled, nor may any material change be made in the terms thereof until the expiration of thirty (30) days after notice of intention to cancel or change has been delivered to Lessor. Lessee shall, at Lessee's sole expense, arrange to have Lessor added as an additional name insured in all such policies and shall provide a copy of such policies to the Lessor. At least fifteen (15) days prior to the expiration or termination date of any policy, the Lessee shall deliver to the Lessor a renewal or replacement policy with proof of the payment of the premium therefor. Upon Lessee's failure to supply and maintain the same, Lessor shall have the right to purchase such insurance or any part thereof, including Lessee as insured, only at Lessor's option, and the cost of such insurance shall be due and payable as additional rental hereof, to be collectible by the Lessor in the same manner as herein provided for the collection of rent. The Lessee also agrees to and shall save, hold and keep harmless and indemnify the Lessor from and for any and all payments, expenses, costs, attorney fees, and from any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Lessee or Lessee's agents, employees, guests, licensees, invitees, sublessee, assignees, or successors or by the Lessor or its employees or agents or any other person or persons, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Lessee and the conduct of the Lessee's business. This Agreement to hold harmless and to indemnify the Lessor shall be in addition to, and in no way limit, the covenant to hold harmless and indemnify set forth in paragraph 6.1(b)(7) of this lease. Lessee shall be obligated to procure additional insurance or post a bond, in an amount to be determined by the Lessor, when Lessee contemplates bringing upon the demised premises any hazardous materials, as described in paragraph 6.1(b)(7) not otherwise normally used in operating and maintaining a facility of this nature.

6.4 Fire and Other Casualty Insurance.

(a) In case of fire or other casualty, the Lessee shall give immediate notice to the Lessor.

If the premises shall be partially damaged by fire or other casualty, the Lessor shall repair same as speedily as practicable, Lessee shall be entitled to abate its rent on a reasonable pro rata basis to the extent of the premises which has been damaged and which cannot be used. If, in the opinion of the Lessor, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Lessor. However, if, in the opinion of the Lessor, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then, and from thenceforth, this lease shall come to an end. In no event, however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence, or improper conduct of the Lessee or the Lessee's agents, employees, guests, licensees, invitees, sub-lessees, assignees, or successors. In such case, the Lessee's liability for the terms hereof on the Lessee's part to be performed shall continue and the Lessee shall be liable to the Lessor for the damage and loss suffered by the Lessor. If the Lessee shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Lessor, to the extent of the Lessor's costs and expenses, to make the repairs hereunder, and such insurance carriers shall have recourse against the Lessee for reimbursement.

(b) If for any reason, it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form acceptable to the Lessor, the Lessor may, if the Lessor so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Lessee ninety (90) days notice, in writing, of the Lessor's intention to do so, and upon the giving of such notice, this lease and the term thereof shall terminate. If, by reason of the use to which the premises are put by the Lessee, or character of, or the manner in which the Lessee's business is

carried on, the insurance rates for fire and other hazards shall be increased, the Lessee shall, upon demand, pay to the Lessor, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent, but in no case later than one (1) month after such demand, whichever occurs sooner.

6.5 Waiver of Rights of Recovery against Lessor. The Lessee and Lessor hereby waive all rights of recovery against the other, their agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Lessee is insured. The Lessee and Lessor shall obtain from each of their respective insurance carriers and will deliver to the other, waivers of the subrogation rights under the respective policies.

6.6 Liability of Lessor and Lessee.

(a) The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person as a result of the occupancy or use of the premises whether or not resulting from the carelessness, negligence or improper conduct on the part of any other Lessee or of the Lessor or of the agents, employees, guests, licensees, invites, sub-lessees, assignees or successors of the Lessor or of any Lessee; or attributable to any interference with, interruption of or failure, beyond the control of the Lessor, of any services to be furnished or supplied by the Lessor, or any damage attributable to the willful or careless or reckless misconduct of any person.

In addition, the Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person as a consequence to the failure, breakage, leakage or obstruction of water, plumbing, steam, sewer or waste or soil pipes, roof drains, leaders, gutters, valleys, down spouts or the like of electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating system, elevators or hoisting equipment or by reason of the element regardless of negligence of either Lessor or Lessee.

(b) Lessee shall be responsible for and hereby relieve Lessor from all liability by reason



of any injury or damage to any person or property in the demised premises whether belonging to the Lessee or any other person caused by breakage or leakage of the plumbing, sprinkler systems, and roofs in the herein demised premises.

6.7 Default.

(a) If there should occur any default on the part of the Lessee in the performance of any conditions and covenants herein contained, or if, during the term hereof, the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Lessee be evicted by summary proceedings or otherwise, the Lessor, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises; and as agent for the Lessee, or otherwise, Lessor may relet the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorneys' fees and costs, as the Lessor may have incurred in re-entering and repossessing the same in making such repairs and alterations as may be necessary; and second, to the payment of the rents due hereunder. The Lessee shall remain liable for such rents as may be in arrear and also the rents as may accrue subsequent to the re-entry by the Lessor, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

(b) Upon the occurrence of any of the contingencies set forth in the preceding paragraph, or should proceedings be instituted by or against the Lessee for insolvency, receivership, agreement of or arrangement by either composition or extension or assignment for the benefit of creditors, or if this lease or the estate of the Lessee hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by operation of law, the Lessor may, if the Lessor so elects, at any time thereafter,

terminate this lease and the term hereof, upon giving to the Lessee or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Lessee, five (5) days notice, in writing, of the Lessor's intention to do so. Upon the giving of such notice, this lease and the term hereof, shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and, the Lessor shall have the right to remove all persons, goods, fixtures, and chattels therefrom, by necessary force or otherwise, without liability for damages which may be occasioned by such removal. Should the lease be terminated by the action of the Lessee or by the Lessor, acting in accordance with provisions of this paragraph, as set out above, the Lessee shall be liable to the Lessor for future rent for the unexpired amount of the lease term, not to exceed two (2) years from the date of termination of the lease. In the case of bankruptcy action being instituted by or against the Lessee, the Lessee must assume or reject the provisions and terms of this lease within sixty (60) days from the date of filing of the bankruptcy action. If the Lessee does not assume or reject the terms and conditions of the lease within sixty (60) days from the date of filing of the bankruptcy action, the lease will be deemed to have been rejected.

(c) Failure of the Lessee to pay the Base or Fixed Rent and other costs when due for thirty (30) days shall constitute a default under the lease, and Lessor shall have the option of terminating the Lease.

(d) If the Lessee shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Lessor may, if the Lessor so elects, carry out and perform such conditions and covenants, at the cost and expense of the Lessee, and the said cost and expense shall be payable on demand, or at the option of the Lessor, shall be added to the installment of rent due immediately thereafter, but in no case later than one (1) month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Lessor may have hereunder by reason of the breach by the Lessee of any of the covenants and conditions contained in this lease.

6.8 Enforcement of Lease Provisions by Lessor; Lessor's Waiver of Conditions and Covenants.

The various rights, remedies, options, and elections of the Lessor expressed herein, are cumulative, and the failure of the Lessor expressed herein, are cumulative, and the failure of the Lessor at any time or times to enforce strict performance by the Lessee of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Lessor of any installment of rent after any breach by the Lessee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment in the future by the Lessor of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect; and the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same, and the receipt of any rent by Lessor from Lessee or any assignee, sub-tenant of Lessee, whether the same be rent that originally was reserved or that which may become payable under any covenants herein contained, or of any portion thereof, shall not operate as a waiver of the right of Lessor to enforce the payment of the additional rent or of any of the other obligations of this lease by such remedies as may be appropriate, and shall not waive or void the right of Lessor at any time thereafter, to elect to terminate this lease or any other breach of any covenant, term or consideration in this lease.

6.9 Subordination to Mortgage. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or other encumbrance shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date and recording, and the Lessee agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or any other encumbrance. A refusal by the Lessee to execute such instruments shall entitle the Lessor to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

6.10 Mechanic's and Other Liens. If any mechanic's or other lien shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Lessee in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Lessee shall, within ten (10) days thereafter, at the Lessee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle the Lessor to resort to such remedies as are provided herein in the case of any default of this lease, in addition to such as are permitted by law.

6.11 Condemnation. If the land and premises lease herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other actions shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Lessor shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Lessor, shall terminate and the term hereof shall end as of such date as the Lessor shall fix by notice in writing; and the Lessee shall have no claim or right to claim or be entitled to any portion of any amount

which may be awarded as damages or as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Lessee to damages, if any, are hereby assigned to the Lessor. The Lessee agrees to execute and deliver any instruments, at the expense of the Lessor, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire said lands and premises or any portion thereof. The Lessee covenants and agrees to vacate the said premises, remove all of the



Lessee's personal property therefrom and deliver up peaceably possession thereof to the Lessor or to such other party

designated by the Lessor in the aforementioned notice. Failure by the Lessee to comply with any provisions in this clause shall subject the Lessee to such costs, expenses, damages, and losses as the Lessor may incur by reason of the Lessee's breach hereof.

6.12 Lessee's Property. Any equipment, fixtures, goods, or other property of the Lessee, not removed by the Lessee upon the termination of this lease, or upon any quitting vacating, or abandonment of the premises by the Lessee, or upon the Lessee's eviction, shall be considered as abandoned and the Lessor shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same, at the expense of the Lessee, and shall not be accountable to the Lessee for any part of the proceeds of such sale, if any.

6.13 Surrender of Premises at End of Term. At the end of the Term, the Lessee shall (a) leave the demised premises clean, safe and in a sanitary condition, (b) remove all of the Lessee's property, © remove all signs and restore that portion of the demised premises on which they were placed, (d) repair all damage caused by moving, and (e) return the demised premises to the Lessor in the same condition as it was at the beginning of the Term, except for normal wear and tear.

6.14 Repairs and Maintenance.

(a) Lessee hereby agrees to accept the herein demised premises in its present condition and to make all repairs thereto, at Lessee's own cost and expense, during the continuance of this lease and/or any renewals thereof. Lessee shall keep the premises neat, clean, and free of all trash, weeds and debris including the routine collection and disposal thereof at Lessee's own cost and expense.

(b) Lessee further agrees to maintain sufficient heat in the building to prevent the freezing of water pipes and water facilities in toilet rooms during the continuance of this lease and/or any

renewals thereof.

6.15 Electricity and Natural Gas.

(a) All utility bills are the responsibility of the Lessee.

6.16 Heat and Air Conditioning. Lessor shall have no obligation to furnish heat or air conditioning to the within demised premises, and Lessee shall make its own arrangements, at Lessee's own cost and expense, to furnish, install or maintain new and/or existing heating/air conditioning/ventilating equipment including fuel and power thereto.

6.17 Water and Sewage: Unless otherwise specified the Lessor shall furnish water for sanitary purposes to serve the demised premises. Lessee shall pay charges for the water consumed in the demises premises and sanitary sewage and industrial sewage charges for all sewage generated by the Lessee. Lessee shall also be responsible for, and provide at its sole cost all pre treatment of industrial waste generated by the Lessee, if any, when such pre treatment is required by the Camden County Municipal Utilities Authority (CCMUA). Lessee shall provide at its sole cost necessary connections to the sewer to accommodate its industrial waste and shall provide all permits and connections fees, if any. Charges for meter installations shall be at the expense of the Lessee and in the name of the Lessee.

6.18 Fire Extinguishers. Existing fire protection on the demised premises, if any, shall be maintained by the Lessee, but nothing herein shall be construed to place on the Lessor any responsibility to install such additional equipment as may be required by the New Jersey Uniform Fire Code. Any fire fighting extinguishers which are located on the subject premises shall be maintained in working condition by the Lessee, and in the event the useful life of the fire extinguishers shall exhaust, it shall be the obligation of the Lessee to immediately replace same in working condition.

6.19 Security Alarm System. Lessee shall be responsible for any security alarm system on the demised premises, or if an electronic security alarm system already exists on the demised premises at the

execution of this lease, Lessee shall continue to provide said electronic security alarm system, through the existing contract. Lessee agrees to pay the costs of providing said security alarm system and associated telephone line expense and Lessee shall be assessed all charges incurred due to false alarms, additions, changes, repairs or for services not included under the existing contract.

6.20 Parking. Lessee agrees not to obstruct any railroad sidings and driveway areas adjacent thereto, so that the same shall be kept open for the use in common with Lessor and all other occupants of the premises of which the herein demised premises are a part. Lessee shall not park, or permit to be parked, at any time, any motor vehicle in or about the premises and/or the yard area which is not in operable condition and which cannot be readily moved.

6.21 Landscaping. If required the Lessee agrees to landscape the premises. Lessee further warrants and represents that it will at all times, as a condition of this Lease, maintain landscaping and will make the necessary replacements of such landscaping during the term of this Lease.

6.22 Painting and Woodworking. In the event Lessee does any painting, such activities must be subject to full safety and environmental precautions, including, but not limited to, strict enforcement of a No-smoking rule and the maintenance of an adequate number of fire extinguishers, at Lessee's expense, as established by the Fire Underwriter's Code. Lessee shall not store paint, paint thinner, or other flammable liquids; provided, however, Lessee may store said combustibles not to exceed ten (10) gallons being contained in approved Underwriter's Laboratory Safety Cans or Underwriter's Laboratory Safety Storage Cabinets.

6.23 Zoning and Environmental Restrictions and Licenses.

(a) Anything herein contained to the contrary notwithstanding, this lease and all the terms, covenants and conditions hereof are, in all respects, subject and subordinate to all zoning and environmental restrictions affecting the demised premises and the building in which they are located, and

Lessee agrees to be bound by such restrictions. Further, Lessor does not warrant that any license or licenses, permit or permits, which may be required for the business to be carried on by Lessee in the demised premises, will be granted or, if granted, will be continued in effect or renewed, and any failure to obtain such license or licenses, permit or permits or any revocation thereof, or failure to renew the same, shall not release Lessee from the terms of this lease, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining any such permit or license.

(b) It is the responsibility of the Lessee to notify the proper New Jersey State Authorities and obtain any & all required permits for the demolition of 5 building.

6.24 Rules and Regulations Regarding Marine Facilities. It is understood by both parties to this lease that the Lessor shall, from time to time, publish and declare rules and regulations with regard to the marine facilities and the use thereof, of which the demised premises are part. Such rules and regulations shall be in reference to, but not limited to, control of traffic, shipping, parking, loading and unloading and platform procedures, general security, fire prevention's, fire fighting, utilities, garbage and rubbish removal or storage. Such rules and regulations, or any additions or modifications thereto, shall be considered part of this agreement, with the same effect as though written herein; and the said Lessee covenants and agrees that said rules and regulations shall be faithfully observed by the said Lessee, its agents, employees and invites.

6.25 Maritime Operation. It is reasonably believed that product into or out of Lessee for manufacture and/or fabrication may occur by use of maritime operation and therefore both Lessee and Lessor acknowledge that this Lease constitutes a potential enhancement of the maritime operations of the Lessor.

6.26 Violation of Laws. Violation of any State or Federal laws or municipal ordinances or regulations, including, but not limited to, laws which prohibit and/or regulate the manufacture, sale or

possession of intoxicating beverages, shall give Lessor the right to immediately terminate and end this lease and to re-enter and take possession of the demised premises. Information filed with Lessor by any constituted authority to the effect that said premises are being used in violation of any such laws or ordinances or regulations shall be sufficient evidence to give Lessor the right to determine and end this lease with no liability upon Lessor for any untrue statements as to said information or mistake of fact contained therein.

6.27 Lease Subject to State Statutes and State Regulations. It is mutually understood by both parties that the South Jersey Port Corporation is an instrumentality of the State of New Jersey and as a creature of the State of New Jersey, its powers, rights and duties are subject, prescribed and limited by statutes and State regulations and that, from time to time, such statutes and regulations may be amended and modified by the State of New Jersey. In the event that it is in the future determined by a court of competent jurisdiction that the entering of this lease was beyond the legal powers and prerogative of the South Jersey Port Corporation, then upon such determination, this lease and all rights, duties, and obligations hereunder shall terminate immediately.

6.28 Assignment. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective parties hereto shall extend to and bind the several and respective successors and assignees of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more, and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee unless assignee has been approved by Lessor in writing.



6.29 Survival. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

6.30 Full Agreement. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto, if any, and forming a part hereof set forth all the promises, agreements, conditions, and understandings between Lessor or its agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and attached hereto, if any, and signed by them.

6.31 Notices. Anything contained herein to the contrary notwithstanding, all notices, under the provisions of this lease to be given to either Lessor or Lessee by the other, shall be deemed sufficiently given if sent by Registered or Certified Mail, postage prepaid, return receipt requested. Such notices to Lessor shall be addressed as follows:

SOUTH JERSEY PORT CORPORATION

Second and Beckett Streets

Camden, New Jersey 08103

If addressed to Lessee, same shall be sent to Camden Iron & Metal, 143 Harding Avenue, Bellmawr, NJ 08031, or to such other addresses as each of the parties may from time to time notify the other by notice given as provided herein.

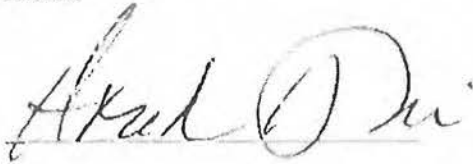
6.32 Board Approval. This lease will not become valid or operative until approved by the Board of Directors of the South Jersey Port Corporation at the first regularly scheduled Board Meeting after the date of this lease.

6.33 Any default occurring under this lease shall, at the option of the Lessor, constitute a default under any pre-existing lease by and between Lessor and Lessee for premises other than the Demised Premises. Under those circumstances, Lessor shall have the option to terminate this lease or any pre-existing lease and/or to collect any unpaid arrears of rent due under this lease or any other pre-existing lease as if the same were due and payable as rent under this lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written and intend to be legally bound hereby.

Attest:

SOUTH JERSEY PORT CORPORATION



By.



Kevin Castagnola

Acting Executive Director

(Seal)

Attest:

TENANT



By.



Joseph Bahauo  
President

(Seal)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.  
DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3041

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*City of Camden*

DATE

*9/18/25*

\$

*87.30*

*30/100* DOLLARS



America's Most Convenient Bank®

FOR *15644-23 / 2025-10-15*



*[Signature]*

⑆003041⑆ ⑆031201360⑆ 7859739257⑆

Security Features Included

Details on Back.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.  
DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3042

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*Five hundred dollars*

\$ *500.00*

DOLLARS



America's Most Convenient Bank®

FOR *15644-23 / 2025-10-15*



*[Signature]*

⑆003042⑆ ⑆031201360⑆ 7859739257⑆

Security Features Included

Details on Back.



SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.**  
**DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3043

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*City of Camden*  
*One thousand One hundred thirty seven* 58/100 DOLLARS



America's Most Convenient Bank®

FOR 15644-23 / APP H&L

⑈003043⑈ ⑆031201360⑆ 7859739257⑈



*[Signature]*



Security Features Included

Details on Back.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.**  
**DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3044

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*City of Camden*  
*Three thousand Six hundred thirty three* 03/100 DOLLARS



America's Most Convenient Bank®

FOR 15644-23 / RSCM

⑈003044⑈ ⑆031201360⑆ 7859739257⑈



*[Signature]*



Security Features Included

Details on Back.





**PARKER McCAY**

Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-5054

P: 856.596.8900  
F: 856.596.9631  
www.parkermccay.com

**Kevin D. Sheehan**  
P: 856-985-4020  
F: 856-596-9631  
ksheehan@parkermccay.com

September 19, 2025

File No. 15644-23

**VIA HAND DELIVERY**

Dr. Edward C. Williams, PP, AICP, CSI, AHP,  
Director and Zoning Officer  
City of Camden  
Department of Planning & Development  
520 Market Street, City Hall, Room 224  
Camden, NJ 08102

**Re: Applicant: EMR Eastern LLC  
Project: Fire Towers  
Block 217, Lots 9.01 & 12  
NS Jackson 389 W. Ferry Ave**

Dear Dr. Williams:

EMR Eastern LLC ("Applicant") is the owner of Block 217, Lot 9.01 and tenant on Block 217, Lot 12 located at NS Jackson 389 W. Ferry Ave (the "Property"). The Property is located within the Port Related Industrial (PRI) District of the Land Development Ordinance of the City of Camden. The Applicant operates its de-manufacturing facility for its metal recycling operation on the Property. The use is permitted as a manufacturing use in the PRI Zone and has been treated as such for several prior applications; most recently for the construction of an 18,000 sf building and a crane (#04-08-P-872).

The Applicant is seeking to construct four (4) fire tower structures with a water canon on the top of the structures, and to add one (1) water canon on the existing shredder facility. The purpose of the fire towers is to prevent the conflagration of fires on Property. The four (4) new towers will be paced on 9' x 9' footings and are all located on Block 217, Lot 9.01.

The Applicant is seeking Preliminary and Final Site Plan approval with the following variances: (1) from Section 577-111 of the Zoning Ordinance to permit a side yard setback (existing condition) of 12.9 feet where 20 feet is required; and (2) from Section 577-111 of the Zoning Ordinance to permit a side yard setback for one (1) of the new towers of 18.74 feet where 20 feet is required. The Applicant will also request any and all variances the Board deems necessary after its review of the application.

**COUNSEL WHEN IT MATTERS.<sup>SM</sup>**

Mount Laurel, New Jersey | Hamilton, New Jersey | Camden, New Jersey



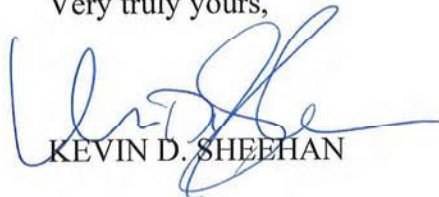
In that regard, I enclose the following:

1. Thirteen (13) copies of the Zoning Permit Application;
2. Thirteen (13) copies Site Plan Application and Submission Package with checklist;
3. Thirteen (13) sets of the Site Plan, prepared by Moench Engineering;
4. Thirteen (13) copies of the Completed Assessment Certifications for the Property;
5. Thirteen (13) copies of the Escrow Agreement and executed W-9 form;
6. Thirteen (13) copies of Ownership Disclosure Statement; and
7. Thirteen (13) copies of the Lease for the subject property.
8. Applicant's checks in the amount of:
  - a. \$87.30 representing the zoning permit fee;
  - b. \$500.00 representing the pre-application fee;
  - c. \$1,137.58 representing the amended preliminary and final major site plan application fee;
  - d. \$3,613.23 representing the amended preliminary and final major site plan escrow fee.

Two (2) copies of all submission materials are being hand delivered directly to Dena M. Johnson at Remington & Vernick. Please review this application and confirm that it can be scheduled for consideration at the October 9, 2025 Planning Board meeting.

Thank you for your cooperation. If you have any questions, please contact me.

Very truly yours,



KEVIN D. SHEEHAN

KDS/rr

Enclosures

cc: **ALL VIA EMAIL ONLY – WITH APPLICATION FORMS**

Dr. Edward C. Williams, Planning Director

Brian Moench, Moench Engineering

Michael Gross, EMR Eastern LLC

4918-7452-4265, v. 1



CITY OF CAMDEN  
DIVISION OF PLANNING  
CITY HALL – ROOM 224  
PO BOX 95120  
CAMDEN, NEW JERSEY 08101-5120  
(856) 757-7214

## **INSTRUCTIONS FOR ZONING/SIGN PERMIT APPLICATION**

**ALL APPLICANTS WHO NEED A ZONING/SIGN PERMIT MUST SUBMIT THE FOLLOWING:**

1. Completed Zoning AND/OR Sign Application
2. Proof of ownership (deed, tax bill, or lease) (Leases must be notarized) (Contract of Sale)
3. A detail floor plan of proposed use, conversion of single family dwelling shall have measurement of all habitable space. Accurate drawing of a proposed sign including dimensions and illustration signed by sign supplier. **Any addition or accessory uses or fences must have a Plot Plan and/or Survey. Additions/Fences must be presented on a Plot Plan/Survey with rear and side set back. You can obtain a Plot Plan from the Engineering Dept. located in City Hall, Room 325.**  
\*(copy of all/any plans must accompany application.
4. Completed attached Tax Certification (City of Camden Tax Office Room 117 1<sup>st</sup> floor and Water/Sewer is located in the Room 117, 1<sup>st</sup> floor)

5. Application fee:

**(non-refundable)**

Single Family Dwelling	\$ 69.56
Two-Family Dwelling	\$ 139.13
Three-Family Dwelling	\$ 215.51
Or More	
Rooming House	\$ 259.16
Boarding House	\$ 259.16
Commercial Use	\$ 87.30
Industrial Warehousing	
& Manufacturing Use	\$ 139.87
Institutional Use	\$ 69.56
Advertising Billboards	\$ 395.56
Sign Application	\$ 79.11
Rezoning Application	\$ 345.09

**Money Order or Check payable to the City of Camden**

PLEASE RETURN COMPLETED APPLICATIONS TO THE ABOVE ADDRESS. **INCOMPLETE APPLICATIONS SHALL NOT BE PROCESS. ANY APPLICATION WHICH REMAINS INCOMPLETE FOR MORE THAN 10 BUSINESS DAYS WILL BE DISCARDED.** FALSIFICATION IN ANY FORM SHALL SUBJECT APPLICANT TO A FINE OR MUNICIPAL COURT.

No construction, erection, alteration, repair, remodeling, conversion, renovation or demolition of any building or structure shall begin prior to Zoning approval. Other municipal agency approvals maybe required.

**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**

## I. GENERAL

**Today's Date:** 9/19/2025

**Applicant:** EMR Eastern, LLC **Telephone:** 856-583-1830

**Applicant's Address:** 201 N. Front Street, Camden, NJ 08102

**Applicant Interest: (please check one)**      ☒ owner Lot 9.01      ☒ tenant Lot 12      ☐ agent/owner

**SUBMITTING FOR:**    ☐ Zoning Permit                      ☐ Sign Permit

1. Name and Address of property OWNER if different from that of applicant:

South Jersey Port Corporation (Lot 12), 101 Joseph A. Balzano Way, Camden, NJ

EMR Eastern, LLC (Lot 9.01), 201 N. Front Street, Camden, NJ

\*All improvements are on Lot 9.01

- 2. Address and Block and Lot number** for which zoning/sign permit is desired:

1251 Front Street Block: 217 Lot: 9.01 & 12

- 3.**

Zone District: R1 R2 R3 C1 C2 C3 C4 LI1 LI2 GI1 GI2  
(please circle) US PR1 OL1 TOD MW1 MW2 MS CV2 CC

4. Historic District: N/A

5. What is the property/land **PRESENTLY** being used *entirely as*:

Metal Recycling facilities / de-manufacturing facility

6. Is the structure presently vacant? N/A If so how long? \_\_\_\_\_

7. How many stories/floors does the building have? \_\_\_\_\_ Is there a basement/cellar? No

**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**

## II. ZONING

1. What is being proposed?

New Construction X Addition \_\_\_\_\_ Fence \_\_\_\_\_ (ht \_\_\_\_\_) Installation \_\_\_\_\_

New Business \_\_\_\_\_ Conversion \_\_\_\_\_ Other (explain: Reinforce existing concrete)

2. Describe in detail the use & activities **PROPOSED** (attached separate sheet if necessary):

Construct four (4) new fire towers with water canons, and place one water canon

atop the existing shredder.

3. Are there other activities existing within the same property? Yes (please describe)

Metal Recycling / de-manufacturing

4. Dimensions of Principal Building and/or structure 9' x 9' footing; 40 feet to top of tower;

46 feet to top of water canon.

5. Dimensions of All Accessory Building and/or structure N/A

6. Are any of the activities conducted in the principal building existing as a nonconforming use?

No X Yes \_\_\_\_\_ (please explain) \_\_\_\_\_

7. To the applicant's knowledge, has there been any prior applications made to the Zoning Board of Adjustment or the Planning Board?

No X Yes \_\_\_\_\_ (please explain) \_\_\_\_\_

---

**THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN  
COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.**

9/19/2025

(Date)

  
(Signature of Applicant)  
Kevin D. Sheehan, Attorney for Applicant

EMR Eastern, LLC  
(Name of Corporation or Association)

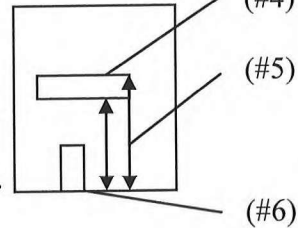
**DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION**



III. SIGN

No Signs

1. Type Sign: Awning / Billboard / Freestanding / Hanging / Mounted / Off Site / Window  
(please circle)  
Other (describe): \_\_\_\_\_ Alteration of an existing sign \_\_\_\_\_  
(attach photo & describe) \_\_\_\_\_
2. Are there any existing signs? \_\_\_\_\_ (if yes, please attach photos)
3. How many signs are proposed? \_\_\_\_\_
4. Will signs(s) be illuminated? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Dimension: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_ sq ft.
6. Distance between ground and the lowest part of sign \_\_\_\_\_ ft.
7. Distance between ground and highest part of the sign \_\_\_\_\_ ft.
8. Material of Sign: \_\_\_\_\_
9. Color(s) on sign(s): \_\_\_\_\_
10. Illustration/Wording: \_\_\_\_\_



THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE AND FURTHER UNDERSTANDS THAT IF THE SIGN EXCEEDS THE MAXIMUM REQUIREMENT A VARIANCE THROUGH THE PLANNING BOARD OF THE CITY OF CAMDEN MUST BE REQUESTED.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Applicant)  
Kevin D. Sheehan, Attorney for Applicant  
EMR Eastern, LLC  
(Name of Corporation or Association)

DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION

**CITY OF CAMDEN  
DEPARTMENT OF PLANNING & DEVELOPMENT**

**DIVISION OF PLANNING  
&  
ZONING**



**SITE PLAN APPLICATION AND  
SUBMISSION ITEMS PACKAGE**

Any question please contact:

Angela Miller, Planning Board Secretary  
(856) 757-7214

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PLANNING & ZONING FEES.....Page 5

SITE PLAN APPLICATION.....Page 6

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COUNTY PLANNING BOARD APPLICATION.....Page 11

**SITE PLAN APPLICATION  
CHECKLIST**

**CHECK IF COMPLETED**

**FOR OFFICE USE ONLY**

- |   |       |
|---|-------|
| <u>X</u> 1. Zoning Application                                      | _____ |
| <u>X</u> 2. Site Plan Applications & Site Plans (15 copies of both) | _____ |
| <u>X</u> 3. Proof of ownership (i.e. Deed, Tax Bill and/or Lease)   | _____ |
| <u>X</u> 4. Signed Escrow Fee Agreement                             | _____ |

**PRIOR TO SUBMISSION OF ANY SITE PLAN APPLICATIONS EVERY  
APPLICANT MUST CALL FOR A PRE-APPLICATION CONFERENCE.**

**IT IS STRONGLY ADVISED THAT THE APPROPRIATE PROFESSIONALS BE  
PRESENT AT SAID MEETING.**

**PRE-APPLICATION CONFERENCE FEE: \$500.00**

**(ACCORDING TO SECTION 577-270 OF THE CITY'S ZONING CODE)**

**\*NOTE:**

- A. Incomplete applications will not be processed.
- B. Submission hours are 8:30am to 4:30pm, Monday through Friday. All applications must be stamped "received" by the Division of Planning. No outside drop-offs will be processed.
- C. All plans must be folded with *Title Block* facing upward.
- D. Whenever public notice is required, the Division of Planning shall prepare procedures for said notification and advise applicant of its readiness.

**The following checklist pertains to PLOT PLANS:**

**Check if Completed**

**For Office Use Only**

- |  |       |
|--|-------|
| <u>X</u> 1. Name and Address of owner and applicant  | _____ |
| <u>X</u> 2. Name, signature, licenses #, seal and address of engineer, land surveyor, architect, professional planner, and/or landscape architect (as applicable).       | _____ |
| <u>X</u> 3. Title block denoting type of application, tax map sheet, county municipality, block and lot, and street address.   | _____ |
| <u>X</u> 4. Key map not less the 1" – 1000" showing location of tract to surrounding street, municipal boundaries, etc. within 500'.                                     | _____ |
| <u>X</u> 5. Schedule for required and proposed zone requirements for Lot area, frontage, setbacks, imperious coverage, parking, etc.                                     | _____ |
| <u>X</u> 6. North arrow to top of sheet, scale and graphic scale.  | _____ |
| <u>X</u> 7. Signature block for board chair, secretary, zoning officer/ administrative officer and engineer.   | _____ |
| <u>X</u> 8. Date of property survey  | _____ |
| <u>X</u> 9. Acreage of tract to nearest tenth  | _____ |
| <u>X</u> 10. Date of original and all revisions  | _____ |
| <u>X</u> 11. Size and location of existing or proposed structures and their dimension of setbacks  | _____ |
| <u>X</u> 12. Location and dimensions of any existing or proposed streets   | _____ |
| <u>X</u> 13. All proposed lot lines and area of lots in square feet  | _____ |
| <u>N/A</u> 14. Copy of and plan delineation of any existing or proposed deed restriction   | _____ |
| <u>N/A</u> 15. Any existing or proposed easement or land reserved or dedicated for public use  | _____ |
| <u>X</u> 16. Existing streets, other right-of-way or easements; water courses, wetlands, soils floodplains, or other environmentally Sensitive area within 200' of tract | _____ |
| <u>X</u> 17. Topographical features of subject property from USGS 7.5 minute maps  | _____ |



**CHECK IF COMPLETED****FOR OFFICE USE ONLY**

- |  |       |
|--|-------|
| <u>X</u> 18. Boundary, limits, nature and extent of wooded areas,<br>Specimen trees and other significant physical features  | _____ |
| <u>X</u> 19. Drainage calculations   | _____ |
| <u>X</u> 20. Proposed utilities: sanitary sewer, water, storm water<br>management, telephone, cable TV and electric  | _____ |
| <u>X</u> 21. Soil erosion and sediment control plan if more than 5000 sq. ft.  | _____ |
| <u>X</u> 22. Spot and finished elevations at all property corners, corners of<br>Structures, existing or proposed first floor elevations   | _____ |
| <u>N/A</u> 23. Construction details road and paving cross-sections and profiles<br>if no profiles needed   | _____ |
| <u>X</u> 24. Lighting plan and details   | _____ |
| <u>Waiver</u> 25. Landscape plan and details   | _____ |
| <u>Waiver</u> 26. Site identification signs, traffic control signs, and directional signs  | _____ |
| <u>X</u> 27. Sight triangles   | _____ |
| <u>X</u> 28. Vehicular and pedestrian circulation patterns   | _____ |
| <u>X</u> 29. Parking plan indicating spaces, size and type aisle width internal<br>Collectors, curb cuts, drives and driveways and all ingress and<br>Egress areas with dimensions | _____ |
| <u>X</u> 30. Preliminary architectural plan and elevations   | _____ |
| <u>X</u> 31. Environmental impact report, parcels 2 acres or larger  | _____ |
| <u>X</u> 32. Plan paper size should be 24 by 36  | _____ |

**PURSUANT TO THE CODE OF THE CITY OF CAMDEN  
(ARTICLE I, SECTION 233-4)**

**SITE PLAN APPLICATION**

**(Please Answer ALL Questions)**

**APPLICANT** EMR Eastern, LLC

**ADDRESS** 201 N. Front Street, Camden, NJ 08102

**TELEPHONE#** 856-583-1830 **FAX#** \_\_\_\_\_

**OWNER OF PROPERTY** South Jersey Port Corporation (Lot 12) & EMR Eastern, LLC (Lot 9.01)  
(if other than applicant)

**ADDRESS** 101 Joseph Balzano Way, Camden / 201 N. Front Street, Camden

**TELEPHONE** SJPC 856-757-4969 & EMR 856-583-1830

**IF APPLICANT IS INCORPORATE OR A PARTNERSHIP, LEGAL REPRESENTATION IS REQUIRED.  
PLEASE PROVIDE THE FOLLOWING:**

**ATTORNEY'S NAME** Kevin D. Sheehan, Esq., Parker McCay

**ADDRESS** 2 Cooper Street, Suite 1901, Camden, NJ 08102

**TELEPHONE#** 856-985-4020 **FAX#** \_\_\_\_\_

**EMAIL ADDRESS** ksheehan@parkermccay.com

**PLEASE PROVIDE THE FOLLOWING INFORMATION BELOW:**

**ENGINEER AND/OR ARCHITECT NAME** Brian Moench, President, Moench Engineering, P.C.

**ADDRESS** 4000 Clarks Creek Road, Plainfield, IN 46168

**TELEPHONE#** 317-837-2767 **FAX#** \_\_\_\_\_

---

**ADDRESS OF DEVELOPMENT** 1251 Front Street

**BLOCK NO.(S)** 217 **LOT NO.(S)** 12 / 9.01 **ZONE** PRI

---

**PRESENT USE(S)** Metal Recycling Facility

**DESCRIBE PROPOSED USES (S):**  
(attach separate sheet if needed) The Applicant is seeking approval of four (4) towers for  
existing recycling facility.

SQUARE FOOTAGE OF PROPOSED USE 324 sf new tower footings

LOT AREA (Measured in Square Footage) Lot 12=-5 acres; Lot 9.01=27.37 acres

BUILDING AREA OF GROUND FLOOR Lot 9.01=324 sf

BUILDING AREA (Total Sq. Ft. – all floors) N/A

NO. OF PROPOSED PARKING SPACES 0 on-site

NO. OF EXISTING PARKING SPACES 0 on-site

AREA IN ACRES OF ANY ADDITION ADJOINING LAND OWNED BY APPLICANT N/A

DOES THIS APPLICANT CONSTITUTE:  
(Please check appropriate box)

☐ New Application

☐ Preliminary

☒ Preliminary and Final

☒ Revision or Resubmission of a prior application

\*IS THIS APPLICATION FOR A VARIANCE TO CONSTRUCT A MULTI-DWELLING OF 25 OR MORE FAMILY DWELLING UNITS? (Please check) YES ☐ NO ☒

\*IS THIS APPLICATION INTENDED FOR COMMERCIAL PURPOSE(S)?  
(Please check) YES ☒ NO ☐

IF THE ANSWER TO (A) OR (B) IS "YES", AND/OR IF APPLICANT IS A CORPORATION OR PARTNERSHIP, PLEASE PROVIDE THE FOLLOWING:

1. Name and address of all stockholders or individual partners owning at least 10% of its stock, of any class, or at least 10% of the interest in the partnership, as the case may be. (Additional sheet may be attached if needed).

NAME

ADDRESS

See attached ownership disclosure.

DOES THIS APPLICATION INCLUDE:

1. AN ADDITION OF 1,000 SQ. FT. OR MORE TO AN EXISTING STRUCTURE?  
(Please circle)      YES      NO
2. AN ADDITION OF 1,000 SQ. FT. OR MORE OF PAVING AREA FOR OFF-STREET PARKING?  
(Please circle)      YES      NO

THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.

9/19/2025  
DATE

EMR Eastern, LLC  
APPLICANT'S NAME (PLEASE PRINT)

  
APPLICANT'S SIGNATURE  
Kevin D. Sheehan, Attorney for Applicant

#### IV. ASSESSMENT CERTIFICATION

##### Section A: Applicant shall complete

<b>SECTION A</b>	<b><u>OWNER</u></b>
Name of OWNER of Property <u>Camden Iron &amp; Metal, Inc.</u>	
Address: <u>201 No Front Street, Camden, NJ 08102</u>	
SEARCH Address: <u>NS Jackson 389 W Ferry</u>	
Block: <u>217</u>	Lot: <u>9.01</u> Account: <u></u>

**Section B:** Applicant shall take this form to the City of Camden Tax Office, Room 117 (1<sup>st</sup> floor) for completion to indicate whether taxes are paid up to date. Applicant must also go to the PNC Bank (Broadway & Market St) for water and sewer to make sure water /sewer is paid up to date.  
Upon completion, this form shall be submitted with original application. **NO APPLICATIONS WILL BE ACCEPTED – if any money is owed for Taxes or Water/Sewer, no permit can be issued until accounts are paid in full-proof of payment must be brought back before turning application in.**

**Section C:** **TAX OFFICE & PNC BANK**  
An application for Zoning/Sign permit has been submitted to the Division of Planning. Please check your records to be certain that the account is current

I HEREBY CERTIFY THAT THE PROPERTY ASSESSMENT ARE:  
**\*\*MORTGAGE LETTERS ON LETTERHEAD WILL BE ACCEPTED FOR SALE/RESALE PROPERTIES ONLY\*\***

Account Type	Qtr.	Due date	Amount Owed	Other
(Taxes) W&S/Other	<u>3rd</u>	<u>8/1/2025</u>	<u>16,920.56</u>	<u>Dj 9/9/2025</u>
(Taxes) <b>W&amp;S</b> Other	<u></u>	<u>9/15/25</u>	<u>\$1708.06</u>	<u>RC 9/9/25</u>
(Taxes/W&S/Other	<u></u>	<u></u>	<u></u>	<u></u>
(Taxes/W&S/Other	<u></u>	<u></u>	<u></u>	<u></u>

COMMENTS:

DATED:  PREPARED BY:



#### IV. ASSESSMENT CERTIFICATION

##### Section A: Applicant shall complete

<b>SECTION A</b>	<b><u>OWNER</u></b>
Name of OWNER of Property <u>South Jersey Port Corporation</u>	
Address: <u>101 Joseph A. Balzano Blvd</u>	
SEARCH Address: <u>AD L 10 WS Frt 365 Kaighn</u>	
Block: <u>217</u>	Lot: <u>12</u> Account: _____

**Section B:** Applicant shall take this form to the City of Camden Tax Office, Room 117 (1<sup>st</sup> floor) for completion to indicate whether taxes are paid up to date. Applicant must also go to the PNC Bank (Broadway & Market St) for water and sewer to make sure water /sewer is paid up to date.  
Upon completion, this form shall be submitted with original application. **NO APPLICATIONS WILL BE ACCEPTED – if any money is owed for Taxes or Water/Sewer, no permit can be issued until accounts are paid in full-proof of payment must be brought back before turning application in.**

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I HEREBY CERTIFY THAT THE PROPERTY ASSESSMENT ARE:  
**\*\*MORTGAGE LETTERS ON LETTERHEAD WILL BE ACCEPTED FOR SALE/RESALE PROPERTIES ONLY\*\***

Account Type	Qtr.	Due date	Amount Owed	Other
(Taxes) <u>W&amp;S/Other</u>	<u>3rd</u>	<u>8/1/2025</u>	<u>NOT BILLING</u>	<u>Dj 9/9/2025</u>
(Taxes) <u>W&amp;S/Other</u>	_____	<u>NOT BILLING</u>	_____	<u>RC 9/9/25</u>
(Taxes/W&S/Other	_____	_____	_____	_____
(Taxes/W&S/Other	_____	_____	_____	_____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

ESCROW DEPOSIT AGREEMENT BETWEEN THE CITY OF CAMDEN AND

DEPOSITOR EMR Eastern, LLC

Address 201 N. Front Street

Camden, NJ 08102

Telephone No. 856-757-4969

Check No. \_\_\_\_\_

Depositor herewith deposits the sum of Three thousand six hundred thirteen and 23 cents dollars (\$3,613.23) with the City of Camden in accordance with an subject to the provisions of the City of Camden Ordinance No. MC-2304, being incorporated by reference and made a part hereof, and agrees to the following:

1. Depositor's payment of said deposit is made in connection with an application for:

\_\_\_\_\_  
\_\_\_\_\_


At (provide address with block and lot number): \_\_\_\_\_

2. The Treasure of the City of Camden shall be authorized to disburse to the City Engineer from the funds deposited, those fees required to be paid for the technical and professional review by the Zoning Board of Adjustment and/or Planning Board pursuant to the terms of Ordinance MC-2304.
3. All fees shall be disbursed upon reconciliation of the Engineer & Insurance Escrow Accounts by Ordinance MC-2304.
4. If there are insufficient funds in the depositor's escrow account to pay all pending bill attribute to the aforementioned project, depositor shall be notified by the appropriate agency and requested to make an additional deposit into the escrow account.
5. Depositor understands that if he/she fails to make any additional deposit required, depositor's application shall be denied.
6. Any additional deposits shall be made to the Treasure, City of Camden, by way of the Division of Planning, in accordance with the terms set forth herein unless otherwise agreed to by the depositor and the approving agency.
7. The City of Camden shall not be required to pay interest on any sums held pursuant to this agreement.

IN WITNESS WHEREOF the undersigned hereby accepts the terms and conditions of this agreement.

9/19/2025

DATE:

  
\_\_\_\_\_  
Applicant or Authorized Signature  
Kevin D. Sheehan, Attorney for Applicant

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**EMR Eastern, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**143 Harding Avenue**

6 City, state, and ZIP code  
**Bellmawr, NJ 08031**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

4	7	-	2	9	1	5	7	9	9
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]*

Date ► *10/11/18*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**DISCLOSURE STATEMENT PURSUANT  
TO N.J.S.A. 40:55D-48.1**

Eastern Metal Recycling is a trade name of EMR Eastern, LLC.

EMR Eastern is 100 % owned by EMR Financing, LLC which is 100% owned by European Metal Recycling USA Holdings Limited which is 100% owned by EMR (USA Holdings) Inc. which is 100% owned by European Metal Recycling USA Limited which is 100% owned by European Metal Recycling Limited which is 100% owned by Ausurus Group Ltd.

The entities/individuals which own greater than 10% of Ausurus Group Ltd are as follows:

- (1) The Philip Sheppard Settled Legacy Trust, Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS
- (2) Clive Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS
- (3) Robin Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS  
and
- (4) Trevor Sheppard Sirius House, Delta Crescent, Westbrook, Warrington, UK, WA5 7NS



Lot 9.01

# LEASE AGREEMENT

1. DATE OF LEASE September 7, 2017
2. LANDLORD: "LANDLORD" shall mean CAMDEN IRON & METAL, INC.
3. TENANT: "TENANT" shall mean EMR Eastern, LLC
4. NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand shall be deemed to have been duly given or served if in writing and either personally served or forwarded by Certified mail, Return Receipt Requested postage prepaid, and addressed as follows:

LANDLORD: Camden Iron & Metal, Inc.  
c/o Eastern Metal Recycling Terminals, LLC  
143 Harding Avenue  
Bellmawr, NJ 08031

TENANT: EMR Eastern, LLC  
c/o Eastern Metal Recycling Terminals, LLC  
143 Harding Avenue  
Bellmawr, NJ 08031

and also a copy to: Parker McCay, P.A.  
9000 Midlantic Drive, Suite 300  
Mount Laurel, NJ 08054  
Attention: Kevin D. Sheehan, Esq.

Each such mailed notice shall be deemed to have been given to or served upon the party to which it is addressed two (2) days after the date the same is deposited in the United States Certified Mail, postage prepaid, and properly addressed in the manner above provided. Either party hereto may change its address to which said notices shall be delivered or mailed by giving written notice of such change to the other party hereto as herein provided.

## 5. PREMISES

Landlord, for and in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, as hereafter set forth, hereby rents to Tenant, and Tenant hereby rents from Landlord, all those certain lands and improvements located at (i) NS Jackson 389 W Ferry Ave., as identified as Block 217, Lot 9.01 in the official tax map of the City of Camden, County of Camden, New Jersey, (ii) 1251 S. Front St., as identified as Block 217, Lot 10 in the official tax map of the City of Camden, County of Camden, New Jersey, and (iii) 124 Mechanic St., as identified as Block 272, Lot 1 in the official tax map of the City of Camden, County of Camden, New Jersey (collectively, the "Premises"). The Premises includes all improvements, additions and other properties installed thereon at



the commencement of this Lease, or at any time during the Term (as hereinafter defined) of this Lease (other than Tenant's movable personal property and trade fixtures).

6. USE OF PREMISES / GROW CONTINGENCY

Tenant shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes deemed unlawful, disreputable, or extra hazardous. Tenant will maintain the Premises in a clean, orderly and sanitary condition; and will comply with the requirements of all laws and ordinances as currently or hereinafter enacted and all valid rules and regulations of governmental authorities and all recommendations of the Association of Fire Underwriters with respect to Tenant, or Tenant's business, and the use or occupancy of the Premises.

It is expressly understood between the Parties that the Tenant is seeking the use and receipt of "Grow New Jersey Assistance" tax credits pursuant to and in accordance with the Economic Opportunity Act of 2013 ("EOA") ("Tax Credits"). Tenant shall promptly apply to the New Jersey Economic Development Authority ("NJEDA") for the award of Tax Credits in accordance with the provisions of the EOA and the regulations promulgated thereunder. The Parties shall cooperate with each other in support of the application including, but not limited, the NJEDA's or the State's review of the Property and with respect to any inquiries made by the NJEDA or the State in connection with the application and the Property generally. In furtherance thereof, Landlord shall respond to all requests for information required by the NJEDA related to the application.

It is expressly understood and agreed by the Parties that the obligation of Tenant to proceed with the lease of the Property is entirely contingent upon the receipt of the award of Tax Credits from the NJEDA in an amount sufficient to Tenant, the sufficiency of which shall be made at the sole discretion of Tenant. Tenant shall have no obligation to proceed with this Lease unless and until an award of Tax Credits has been provided by the NJEDA Board and the sufficiency of such award has been conclusively determined by Tenant.

Tenant shall have the right, after the NJEDA Board meeting at which its application for Tax Credits is approved to determine, in its sole discretion, whether the amount of the award is sufficient. If Tenant determines that the amount of Tax Credits awarded will be insufficient, Tenant shall have the right to terminate this Lease upon written notice to Landlord, and in such event neither Landlord nor Tenant shall have any further obligation, liability or responsibility to each other under this Lease, except as otherwise expressly provided in this Lease and the Security Deposit shall be promptly paid to Landlord.

7. TERM

A. Term:

The initial term (the "Initial Term") of this Lease shall be fifteen (15) years, commencing on September 1, 2017 (the "Commencement Date") and ending on August 31, 2032 (the "Termination Date"), unless terminated earlier. Unless otherwise agreed to by the parties, upon the expiration of the Initial Term, or any subsequent renewal thereof, this Lease shall automatically renew for an additional fifteen (15) years (each, a "Renewal Term" and collectively, the "Renewal Terms" and together with the Initial Term, the "Term"). All of the terms, covenants, and provisions of this Lease shall apply to each Renewal Term.

8. RENT

A. Fixed Rent: Tenant shall pay to Landlord Fixed Minimum Rent (herein called the "Fixed Rent") hereunder of One Thousand Two Hundred Dollars (\$1,200.00), payable in equal monthly installments of One Hundred Dollars (\$100.00). In the event that this Lease is extended for additional Renewal Terms, the Fixed Rent for the Renewal Term shall be the rental charged for the term immediately preceding the Renewal Term in question, all of which is payable without notice in equal monthly installments.

B. Payment Dates: Rent shall be payable in equal monthly installments in the amounts noted above, due in advance on the first (1st) day of each month during the Term of this Lease except that the first full monthly installment is being paid upon the execution of this Lease. If the Commencement Date is not the first (1st) day of a month, Fixed Rent for the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs shall be apportioned on the basis of the number of days in said month and shall be paid on the Commencement Date. Fixed Rent and all other amounts payable by Tenant to Landlord under the provisions of this Lease (herein called the "Additional Rent") shall be paid promptly when due, without notice or demand therefor, and without deduction, abatement, counterclaim or setoff of any amount or for any reason whatsoever. The Fixed Rent and Additional Rent are sometimes collectively referred to in this Lease as the "Rent".

C. Other Additional Rent. All other sums of money or charges required to be paid by Tenant under this Lease shall be other "Additional Rent." If paid by Landlord, Tenant shall reimburse Landlord for such expense within ten (10) days after delivery of documentation evidencing such expenditures by Landlord and shall be collectible as Rent. Additional Rent shall also include but not be limited to late fees, reasonable attorney's fees incurred by Landlord to enforce the provisions of this Lease or interest charges and shall be payable as provided herein.

D. Gross Lease. Except as otherwise provided in this Lease to the contrary, it is understood and agreed that this is a "gross" Lease, and that all of the costs, expenses, and obligations of any kind relating to the Premises, including, but not limited to, property taxes shall be paid by the Landlord.

9. LATE PAYMENT

Rent is due and payable on or before the first (1st) day of each month. If Tenant shall fail to pay, within fifteen (15) days of the due date, any installment of Rent (whether Fixed Rent or any Additional Rent), Tenant shall, upon demand, pay Landlord a late charge of two percent (2%) of the past due amount ("Late Charge"). In the event that any payment of Rent is late or Tenant's check is received within the fifteen (15) day period, but is returned to Landlord by the Landlord's bank for any reason, other than Landlord's improper endorsement ("Returned Check"), then Tenant shall, within three (3) days of receipt of Landlord's notice that its check has been returned, deliver to Landlord a Bank or Certified Check in the amount of the Returned Check plus two percent (2%) thereof, representing the required Late Charge, unless Landlord has specifically waived the Late Charge in writing.

10. SIGNS

Tenant shall have the right to install, at Tenant's sole cost and expense, any professionally manufactured signs on the exterior or in or on the interior of the Premises, so long as the same are not in violation of applicable code. Any such signs shall be removed by Tenant at the expiration of the Term and the

Premises restored to the condition in which it was prior to the installation of the sign, reasonable wear and tear and damage by fire or casualty excepted.

#### 11. SERVICES AND UTILITIES

The Tenant shall pay when due all costs, rents and charges for utilities and services including security deposits, minimum fees and connection fees. The utilities shall be deemed to include the cost of heating, air conditioning, electricity, fuel, water, gas, sprinkler stand-by fee (if any), sewer service and garbage and refuse removal.

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason. Upon demand, Tenant shall promptly furnish to Landlord evidence of payment of charges for utilities and services. If not paid promptly by Tenant, Landlord shall have the right, but not the obligation, to pay such charges, and if such charges are paid by Landlord, such rents, costs and charges shall be added to and become payable as Additional Rent with the installment of Rent next due, or within thirty (30) days of demand thereof, whichever occurs sooner.

#### 12. CONDITION OF PREMISES

Landlord shall provide the Premises in "as-is" condition and Landlord is not required to perform any work or expend any monies to conform the Premises to the Tenant's desired use and/or occupancy. Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties, express or implied, made by or on behalf of Landlord with respect to the Premises or with respect to the suitability of same for the conduct of Tenant's business. By the commencement of use and occupancy of the Premises, Tenant acknowledges that Tenant has examined the Premises and hereby shall be deemed to have accepted the same as being in the condition called for by this Lease.

Tenant, at its sole cost and expense, will, during the Term of this Lease, continue to maintain any permits or other governmental or agency approvals that are necessary for the conduct of Tenant's business at the Premises, and will comply with all laws, rules, statutes, ordinances, orders, regulations, and requirements of all federal, state and municipal governments or public authorities and the appropriate agencies, offices, departments, bureaus, boards and commissions thereof, and the board of fire underwriters and/or fire insurance rating organizations or similar organization performing the same or similar functions, whether now or hereafter in force, related or applicable to the use or continued use of the Premises for such purposes.

Tenant will, during the Term and all continuations hereof, keep, and at the expiration hereof, peaceably surrender possession of said Premises in as good order and condition as existed at the date of occupancy under this Lease, reasonable wear and tear and damage by fire or casualty covered by standard fire and extended coverage excepted, and free of toxic or hazardous materials, and Landlord's obligations excepted, and will, at the expiration of said Term, or any continuation thereof, deliver the keys to the Premises to the Landlord. The Premises shall be in good condition at the termination of this Lease. All repairs required to be made by Tenant pursuant to this Lease shall be completed prior to the termination of the Lease.

All alterations, additions, improvements, replacements or changes (which such alterations, changes, demolitions, replacements, improvements, additions and constructions are hereinafter collectively referred to as "Alterations") made by Tenant to the Premises shall be constructed only with Landlord's prior written consent, and shall be constructed at Tenant's expense. The Alterations shall be

performed in accordance with all Requirements in a good and workmanlike manner. Tenant shall not be entitled to any abatement, allowance, reduction or suspension of the Rent or Additional Rent, nor shall Tenant be released of or from any other obligation imposed upon Tenant under this Lease, on account of the making of such Alterations. The Alterations shall be constructed in accordance with all applicable federal, state, and local laws, and ordinances, including the City of Camden Building and Zoning Codes, Camden County Building and Zoning Codes, and any environmental laws (collectively, the "Regulations"). Tenant shall be fully responsible for any damage to property or injury to person resulting from the Alterations made by it to the Premises, and shall hold Landlord harmless with respect thereof. The Alterations made to the Premises by Tenant shall be and become the property of Landlord upon the expiration, cancellation or sooner termination of this Lease.

Whether under the provisions of this Lease or otherwise, neither Tenant, nor any agent, employee, representative, contractor, or subcontractor of Tenant, shall have any power or authority, express or implied, to do any act or thing, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or to make any contract or agreement which will bind Landlord or the interest of Landlord in the Premises or to charge the Rent payable hereunder by Tenant for any claim in favor of any person dealing with Tenant, and Landlord shall not have any responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any demolition or construction work, any Alterations unless Landlord shall expressly undertake such obligation by an agreement in writing signed by Landlord and made between Landlord and Tenant, or such contractor, subcontractor, supplier, materialman, workman, or other person, firm or corporation. Nothing herein contained shall be deemed to be Landlord's written authorization of any contract for any Alterations or other improvements to be entered into by Tenant for purposes of section 2A:44A-3 New Jersey Statutes. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of labor performed or materials furnished in connection with any work performed on the Premises under contracts executed by Tenant on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the Improvements, and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate of Tenant or against the right, title and interest of Landlord in the Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting Landlord's or its mortgagees' interests in the Premises or the Improvements to be placed upon the Premises or the Improvements arising out of any action or claimed action by Tenant. Whenever and as often as any such lien shall have been filed against the Premises based upon any action or omission of Tenant, any subtenant or of anyone claiming through Tenant or a subtenant, Tenant shall, within thirty (30) days after written notice from Landlord of the filing thereof, take such action by bonding, deposit or payment as will remove or satisfy the lien, to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount of such lien or any portion thereof without inquiry as to the validity thereof, and such amount and all costs and expenses, including reasonable attorneys' fees and interest, incurred by Landlord in procuring the discharge of such lien shall be due and payable by Tenant to Landlord, as Additional Rent hereunder, within fifteen (15) days following Landlord's written demand for such sums. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith protects the interests of Landlord and any mortgagee in the Premises, and Landlord and any such mortgagee are, by the expiration of said thirty (30) day period, furnished such reasonable protection, and reasonable



indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are reasonably satisfactory to Landlord and any such mortgagee. Tenant shall indemnify and keep indemnified and defend and hold harmless Landlord against all such liens, charges and encumbrances, expressed or implied, which may encumber the Premises as a result of or in connection with the Renovations or such Alterations, work, labor, services or materials.

### 13. REPAIRS AND MAINTENANCE

A. Tenant, throughout the term of this Lease and at Tenant's sole cost and expense, shall keep and maintain the Premises and make all repairs thereto, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the premises in good order, repair and condition, excluding the roof, walls, structure, hot water heaters, roof fans, plumbing, plumbing fixtures, mechanical and electrical systems, heating and air conditioning systems (HVAC). Tenant shall keep the Premises in good condition, reasonable wear and tear excepted. When used in this Lease, the term "repairs" shall include replacements and renewals when necessary. Tenant shall pay the cost of any repairs made pursuant to this paragraph even if same are not occasioned by the act, omission or negligence of Tenant, its employees or invitees. All repairs required to be made by Tenant shall be completed within thirty (30) days after written notice from Landlord to make said repairs. In the event Tenant does not complete the repairs within thirty (30) days then Landlord may, but shall not be required to, make the repairs and the cost thereof shall become immediately due and payable by Tenant as Additional Rent. Landlord shall not be responsible for any actual or consequential damage resulting from the failure of any service or repair performed or not performed pursuant to this paragraph.

B. Tenant shall also be responsible for the cost to maintain all landscaped areas, (including replacing and replanting flowers, shrubbery and other plantings), driveways, paving, curbing, drainage, sidewalks, loading bays, parking lots, and lighting facilities, as well as snow and ice removal for all entrance ways and sidewalks. Additionally, Tenant's obligation to maintain the Premises shall include an obligation to maintain the improvements of which the Premises is a part.

### 14. ALTERATIONS AND TRADE FIXTURES

If Tenant wishes to perform any work or make alterations or additions to the Premises, Tenant must first obtain Landlord's written consent, which shall not be unreasonably conditioned, delayed or withheld. With respect to any improvements approved by the Landlord, Tenant agrees that it will submit to Landlord sealed plans and specifications along with the name and address of the proposed contractor and all subcontractors as part of any request made hereunder. Landlord shall approve or disapprove of the plans and specifications within thirty (30) days of Tenant's submission of the plans and specifications. If the Landlord does not approve the plans and specifications within thirty (30) days, then the plans and specifications shall be deemed approved. Prior to commencing the work, Tenant will furnish Landlord with copies of all governmental permits and certificates establishing that its contractor and subcontractors have adequate insurance coverage and also will furnish a waiver of lien. Upon completion of the work, Tenant will submit to Landlord "as built" drawings and certificates of inspection certifying the satisfactory completion of the alteration, addition or improvement. If Landlord consents to such Tenant Improvements all such alterations, additions or improvements, except movable and detached or detachable office furniture, and movable partitions, and movable machinery and equipment put in at Tenant's expense, shall, immediately upon installation, be the property of Landlord, and shall remain upon and be surrendered with the Premises, as part thereof, at the termination of this Lease or when Tenant is removed at the option of Landlord. Any damages caused by or arising from the Tenant's removal of its property from the Premises shall be restored and repaired at Tenant's expense.

Any property or fixtures which remain upon the Premises after the expiration of this Lease shall be deemed abandoned by Tenant and Landlord may take possession of same and dispose of them in any reasonable manner without any further liability of Landlord to Tenant. Any costs associated with the removal of such property shall be payable by Tenant.

All labor and materials furnished by or on behalf of Tenant under or pursuant to this Lease shall be first class, not less than the caliber and quality which exists in the Premises and by contractors approved in writing by Landlord and shall be accomplished at times so as not to disturb the activities of other tenants or occupants. Tenant shall not install any alterations, additions or improvements (including any Tenant Improvements) in such a manner as to compromise the structural integrity of the Premises or any part thereof. The labor and materials shall be installed in complete conformity to all applicable statutes, codes, ordinances and regulations.

Tenant agrees that under no circumstances will it change any of the exterior locks, which would make it impossible from Landlord to gain access with its key.

#### 15. ACCESS TO PREMISES

Landlord, its employees and agents shall have the right to enter all parts of the Premises upon twenty-four (24) hours' advance written notice to Tenant during regular business hours, except in the event of an emergency for which no prior notice is required, for the purpose of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants of the Premises and making such inspections (including, but not limited to, inspections for environmental monitoring which shall be performed in accordance with Section 16(C) below), alterations, repairs, improvements or additions to the Premises as may be necessary. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a duplicate key (or forcibly in the event of an emergency) without liability to Tenant and without such entry constituting an eviction of Tenant or termination of this Lease. Landlord agrees to indemnify and hold Tenant and Tenant's agents and employees harmless from and against any and all claims, demands, suits, fines, losses and other liabilities occurring in connection with or resulting from the entry by Landlord or its agents, employees and contractors onto the Premises and the maintenance, repairs or replacements thereof and not as the result of any grossly negligent act or material omission by Tenant or its agents, employees and contractors.

#### 16. ENVIRONMENTAL COMPLIANCE

##### A. ISRA Compliance.

Landlord and Tenant each represent to the other that its respective North American Industry Classification System Code ("NAICS") number as designated in the Standard Classification manual prepared by Office of Management and Budget, Executive Office of the President of the United States is 423930. Landlord and Tenant each acknowledge and agree that ISRA compliance is not applicable to its NAICS number.

##### B. Other Environmental Compliance.

(i) Tenant shall also comply with any environmental law, regulation or provision of any act promulgated by any other federal or state agency having jurisdiction over the Premises (other than ISRA) (the "Element"), including compliance with any requirements of the Element for any cleanup due to spills or discharges of Hazardous Substances at the Premises which occurred during the Term of

this Lease or Tenant's occupancy of the Premises, as a result of Tenant's or Tenant's agents, employees, or invitees' use, generation, storage or release of Hazardous Substances at, on or under the Premises.

(ii) Tenant shall promptly furnish to Landlord true and complete copies of all documents, submission, correspondence and written communications between Tenant and the Element, along with all sampling and test results and reports obtained and prepared from samples and tests taken at the Premises. Tenant shall also notify Landlord in advance of all meetings scheduled between Tenant and the Element, and Tenant will not object to Landlord attending any such meetings.

(iii) Should the Element require a cleanup or remedial action because of a spill or discharge of hazardous substance or waste at the Premises, which occurred during the Term of this Lease or Tenant's occupancy of the Premises as the result of the Tenant's or Tenant's agent's, employee's, or invitees' use, generation, storage or release of Hazardous Substances in, on, at or under the Premises, Tenant shall, at Tenant's own cost and expense, promptly prepare and submit the required plans and financial assurances to the Element and shall promptly carry out the required cleanup or remedial action.

#### C. Access.

Tenant shall permit Landlord and Landlord's agents, servants and employees, including, but not limited to, legal counsel and environmental consultants and engineers, access to the Premises for the purposes of environmental inspections and sampling as per the terms herein. Tenant shall not impose any conditions on access provided, however, that Landlord and its agents and employees shall comply with the Element or any other health or safety requirements pertaining to such access. In the event that Landlord's environmental inspections shall include sampling and testing of the Premises, Landlord shall use its best efforts to avoid interfering with Tenant's use of the Premises, and upon completion of sampling and testing shall repair and restore the affected areas of the Premises from any damage caused by the sampling and testing to the condition in which it existed immediately prior to such sampling or testing.

#### D. Survival.

The provisions of this paragraph 16 shall survive the expiration or earlier termination of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

### 17. MONITORING REQUIREMENTS

A. Reporting Requirements: Tenant shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions made by Tenant to the Environmental Protection Agency ("EPA"), NJDEP, the United States Occupational Safety and Health Administration, or any other local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Substances pursuant to laws including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and the regulations promulgated thereunder (the "Spill Act"); the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq. and the regulations promulgated thereunder; the Hazardous Substance Discharge -- Reports and Notices Act, N.J.S.A. 13:1K-15 et seq. and the regulations promulgated thereunder; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. and the regulations promulgated thereunder ("Spill Act"); and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. and the regulations promulgated thereunder ("RCRA") (collectively, the "Environmental Laws").

B. Environmental Liens. Tenant shall within ten business (10) days of when Tenant becomes aware or should have known of same, notify Landlord as to any liens threatened or attached against the Premises pursuant to the Spill Act or any other Environmental Law. In the event that such a

lien is filed against the Premises, the Tenant shall, within sixty (60) days from the date the lien is placed against the Premises, and at any rate prior to the date any governmental authority commences proceedings pursuant to the lien, either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (i) a bond satisfactory to Landlord in the amount of the claim out of which the lien arises, (ii) a cash deposit in the amount of the claim out of which the lien arises, or (iii) other security satisfactory to the Landlord in an amount sufficient to discharge the claim out of which the lien arises.

C. Condition Precedent to Assignment and Sublease.

(i) As a condition precedent to any sublease or assignment by Tenant of the Premises, and subject to any other condition on sublease or assignment contained in this Lease, Tenant shall, at Tenant's own expense, first comply with ISRA (to the extent required) and fulfill all of Tenant's environmental obligations under this Lease which also arise upon termination of the Term.

(ii) Tenant shall promptly furnish to Landlord true and complete copies of all documents, submissions, and correspondence provided by Tenant to the ISRA Element, and all documents, reports, directives and correspondence provided by the ISRA Element to the Tenant. Tenant shall also promptly furnish to Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at, on, in or under the Premises by or on behalf of Tenant. Tenant shall notify Landlord in advance of all meetings scheduled between the Tenant and the ISRA Element, and Landlord may attend all such meetings, unless specifically prohibited by the ISRA Element or the Element.

18. ASSIGNMENT AND SUBLETTING

A. Tenant shall have the right to sublet all or any part of the Premises or Building without the prior written consent of Landlord. Upon any subletting of all or any part of the Premises, (a) Landlord shall not be entitled to receive from Tenant any profit derived by Tenant from the subletting, and (b) Tenant shall be fully released from all of its liability under the terms and conditions of this Lease.

In the event of default by any subtenant under the terms and conditions of this Lease at such time that all or part of the Premises are then sublet, Landlord shall only collect directly from the subtenant(s) all rents becoming due under this Lease.

B. Tenant shall have the right to make an assignment of this Lease without the prior written consent of Landlord. Upon the assignment of this Lease, (a) Landlord shall not be entitled to receive from Tenant any profit derived by Tenant from the assignment, and (b) Tenant shall be fully released from all of its liability under the terms and conditions of this Lease. In the event of default by any assignee under the terms and conditions of this Lease, Landlord shall only collect directly from assignee(s) all rents becoming due under this Lease.

G. Nothing herein to the contrary withstanding, Tenant shall be required to give Landlord thirty (30) days written notice in advance of any such subleasing or assignment.

19. MECHANICS' LIENS

Tenant will not permit any mechanics liens or other liens to be placed upon or filed against the Premises or improvements on the Premises. If any notice of intention, mechanics, or other lien shall be filed against the Premises for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond, or otherwise, within sixty (60) days after the earlier of: (i) the date on which Tenant knew or should have



known of such filing; or (ii) receipt of notice from the Landlord of such filing. If Tenant shall fail to cause such lien to be discharged of record within such sixty (60) day period, Landlord may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto. The cost to Landlord for removal of such lien will be charged with interest and costs to Tenant as Additional Rent and will be payable on the first (1<sup>st</sup>) day of the month next following the payment by Landlord. Tenant shall indemnify and hold Landlord harmless against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney fees) which may be brought or imposed against or incurred by Landlord by reason of any such lien or its discharge.

## 20. INDEMNIFICATION AND LIABILITY INSURANCE

A. Tenant covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all losses, costs, damages, expenses and liabilities, including without limitation reasonable attorneys' fees, which may be incurred or paid out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with (a) the use and occupancy of the Premises by Tenant, (b) the breach of or failure to perform any of the terms or conditions of this Lease required to be performed by Tenant, (c) any failure by Tenant to comply with any statutes, regulations, ordinances or orders of any governmental authority, (d) any work done in or to the Premises by the Tenant or its agents, (e) any grossly negligent act or material omission on the part of Tenant and/or its officers, employees, agents, customers and/or invitees, or any person claiming through or under the Lease, or (f) any accident, damages, death, injury on or about the Premises, or the damage, loss or theft of property in or about the Premises (whether involving property belonging to Tenant or any other person), resulting from any cause whatsoever, unless such accident, death, injury, damage, loss or theft is caused, whether in whole or in part, by any act, omission, or negligence of the Landlord, and from and against all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Landlord by Tenant. Tenant covenants, upon notice from Landlord, to resist or defend such action or proceeding by legal counsel reasonably satisfactory to Landlord. The indemnifications contained in this paragraph shall survive the termination of this Lease.

B. Tenant shall further indemnify Landlord against all claims which are or may be made concerning the Premises and condition of same during the Term of this Lease. The Tenant shall further indemnify, protect, defend by counsel reasonably acceptable to Landlord, and save the Landlord, its subsidiaries, affiliates, employees, agents, officers, directors, and shareholders, representatives, and their successors and/or assigns, harmless against and from any and all damages (including, without limitation, diminution in value), losses, liabilities, obligations, fines, penalties, claims, causes of action, litigation, demands, deficiencies, interest, defenses, judgments, suits, proceedings, liens, encumbrances, costs, disbursements, or expenses of any kind including, without limitation, reasonable attorney's fees, engineering or other professional or expert fees which Landlord may incur, and all amounts paid in defense or settlement of the foregoing whether or not arising out of third-party claims, known or unknown, foreseen or unforeseen, contingent or otherwise (collectively, "Losses"), which may at any time be imposed upon, incurred by or asserted or awarded against Landlord or the Premises or any portion thereof by any other party or parties (including any governmental entities), in connection with and as the result of (i) the Tenant's or Tenant's agents, employees or invitees' use, generation, storage, or release of Hazardous Substances on, in, under, at or affecting all or any part of the Premises, including any structures or buildings located thereon (including the Building) during the Term of this Lease or the Tenant's occupancy of the Premises, (ii) any environmental conditions or the remediation of any environmental conditions (whether now known or hereafter discovered), or any environmental noncompliance arising from, caused, introduced by or on behalf of, or out of or attributable to, the assets, business or operations of Tenant at the Premises during the Term of this Lease or Tenant's occupancy of

the Premises, (iii) alleged exposure of any person to Hazardous Substances arising from, caused, introduced by or on behalf of, or out of or attributable to, the assets, business, or operation of Tenant at the Premises during the Term of this Lease or Tenant's occupancy of the Premises, or (iv) Tenant's failure to provide information, make submissions, or take any actions required by ISRA Element, NJDEP, the Element, or this Lease. Tenant's obligations pursuant to this paragraph shall exist regardless of whether Landlord is alleged or held to be strictly or jointly and severally liable and shall continue so long as Landlord remains responsible for any spill or discharges or existence of Hazardous Substances at the Premises which occur as a result of the Tenant's use or occupancy of the Premises. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction. These indemnifications shall survive the termination of this Lease.

C. Landlord covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Tenant against and from, and Tenant shall not be liable to Landlord for, any and all losses, costs, damages, expenses and liabilities, including without limitation reasonable attorneys' fees, which Tenant may incur or pay out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with (a) the breach of or failure to perform any of the terms or conditions of this Lease required to be performed by Landlord, or (b) any work done in or to the Premises by the Landlord or its agents, (c) any accident, damages, death, injury on or about the Premises, or the damage, loss or theft of property in or about the Premises (whether involving property belonging to Landlord or any other person), caused, whether in whole or in part, by any act, omission, or negligence of the Landlord, and from and against all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Tenant by Landlord, or (d) any negligent act or omission on the part of Landlord and/or its officers, employees, agents, customers and/or invitees, or any person claiming through or under the Lease. Landlord covenants, upon notice from Tenant, to resist or defend such action or proceeding by legal counsel reasonably satisfactory to Tenant. The indemnifications contained in this paragraph shall survive the termination of this Lease.

D. The Landlord shall further indemnify, protect, defend, and save the Tenant, its subsidiaries, affiliates, employees, agents, officers, directors, and shareholders, representatives, and their successors and/or assigns harmless against and from any and all Losses which may at any time be imposed upon, incurred by or asserted or awarded against Tenant or the Premises or any portion thereof by any other party or parties (including any governmental entities), in connection with Hazardous Substances on, in, under or affecting all or any part of the Premises, including any structures or buildings located thereon (including the Building), any environmental conditions or the remediation of any environmental conditions (whether now known or hereafter discovered), or any environmental noncompliance prior to the Commencement Date. These indemnifications shall survive the termination of this Lease.

E. During the Term of this Lease or any renewal thereof, Landlord shall obtain and promptly pay all premiums for comprehensive general public liability insurance insuring Tenant against any and all liability or claims of liability arising out of or resulting from any accident or otherwise for personal injury, death or property damage with respect to the Premises covering at least the hazards of "premises operations" and "independent contractors" in such commercially reasonable amount, such coverage to also include a contractual liability endorsement with such insurance company or companies as such be satisfactory to Landlord from time to time, and all such policies and renewals thereof shall name the Tenant as an additional insured and shall contain a breach of warranty endorsement that the coverage shall not be voided as to Tenant for any misrepresentation, act or omission of Landlord.

F. All Landlord's policies of insurance shall provide (i) that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Tenant, (ii) that any loss shall be payable notwithstanding any act or negligence of the Tenant which might otherwise result in the forfeiture of said insurance, (iii) that the insurance company issuing the same shall have no right of subrogation against the Tenant, (iv) that as to the interest of Tenant, the insurance afforded by the policy shall not be invalidated by any breach or violation by Landlord of any of the warranties, declarations or conditions in the policy, and (v) a waiver of subrogation in favor of Tenant.

G. Landlord shall insure the improvements located on the Premises at the commencement and throughout the Term hereof of the Lease against fire or other casualty (collectively, "Insurance"), the cost of which is to be paid by Landlord. Landlord shall insure the fixtures, equipment, machinery, tenant improvement and betterments and contents including, but not limited to, all equipment, machinery, furnishings and inventory against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance including sprinkler leakage and business interruption.

H. In the event that the Landlord and the Tenant are deemed to be mutually responsible for the Hazardous Substances, the parties' responsibility for environmental conditions under this Agreement shall be limited in proportion to their respective liability.

## 21. WAIVER OF SUBROGATION

Tenant and Landlord, respectively, hereby release each other from any and all liability or responsibility to the other for anyone claiming by, through or under it or them by way of subrogation or otherwise for any loss or damage to property covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policies of insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder.

## 22. WAIVERS OF CLAIMS

Except as otherwise in the Lease provided, each party and its respective agents, servants and employees shall not be liable for, and each party hereby releases and relieves the other, its respective agents, servants, and employees, of all liability in connection with any and all loss of life, personal injury, damage to or loss or interruption of business occurring to either party, its respective agents, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of the Premises, from, without limitation, (a) any fire, other casualty, accident, occurrence or condition in or upon the Premises; (b) any defect in or failure of (i) plumbing, sprinkling, electrical, heating, or air conditioning systems or equipment, telecommunication conduit, lines and equipment or any other systems and equipment of the Premises, and (ii) the stairways, railings or walkways of the Premises; (c) any steam, gas, oil, water, rain, or snow that may leak into, issue or flow from any part of the Premises from the drains, pipes, roof, or plumbing, sewer or other installation of same, or from any other place of quarter; (d) the breaking or disrepair of any installments and equipment; (e) the falling of any fixture or any wall or ceiling materials; (f) damaged or broken interior or exterior glass; (g) latent or patent defects; (h) the exercise of any rights by either party under the terms and conditions of this Lease; (i) any acts or omissions of other persons; (j) any acts or omission of either party, its respective agents, servants, and employees; and (k) thefts, acts of God, public enemy, injunction, riot, strike, insurrection, war, court order or any order of any governmental authority having jurisdiction over the Premises unless such loss of life, injury, damage to or loss or interruption of



business is caused, whether in whole or in part, by any act, omission, or negligence of either party. Notwithstanding anything contained herein to the contrary, however, neither party shall not be relieved of liability in connection with any environmental matter at the Premises.

## 23. FIRE OR OTHER CASUALTY

A. If the Premises are damaged by fire or other casualty, Tenant shall give immediate notice to the Landlord, the damages shall be repaired by and at the expense of Landlord and the Rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is still usable by Tenant, unless such casualty or fire shall be caused by Tenant's own negligence in which event Rent shall continue to accrue. In the event the Premises are damaged or destroyed by a fire or other casualty ("Casualty") during the Term, Landlord shall notify Tenant within thirty (30) days after such casualty of Landlord's good faith estimate of the time needed to reconstruct the Premises. If such estimated time exceeds one hundred eighty (180) days from the date of Casualty, Tenant shall have the right to terminate this Lease, provided notice of intent to cancel is transmitted in writing to Landlord within thirty (30) days after Landlord provides notice of such good faith estimate. In the event that Tenant does not exercise such right of termination as provided in the immediately preceding sentence, Landlord shall, at its sole cost and expense, commence to repair the damage caused by such Casualty and, thereafter, shall diligently and continuously pursue completion of such repairs. Tenant agrees to repair and replace its own furniture, furnishings, equipment, and any alteration or improvement installed by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from such damage or the repair thereof unless such Casualty is caused, whether in whole or in part, by the Landlord's act, omission, or negligence.

B. If, (i) in the opinion of Landlord's licensed architect or engineer, the Premises are rendered substantially untenantable by reason of such fire or other casualty, or (ii) twenty (20%) percent or more of the Premises is damaged by said fire or other casualty, and less than six (6) months would remain on the Term thereof upon completion of the repairs or reconstruction, then Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within thirty (30) days from and after said occurrence, to elect to terminate this Lease, and in such event, this Lease and the tenancy hereby created shall be cease as of the date of said occurrence, the Rent to be adjusted as of said date.

## 24. SUBORDINATION AND NON-DISTURBANCE

This Lease is subject and subordinate to any mortgage now or hereafter affecting or covering the Premises. The recording of any mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording of same. This Lease shall not be a lien against the Premises. Notwithstanding the aforesaid subordination, in the event of the foreclosure of any such mortgage, (a) this Lease shall not terminate, and (b) the peaceful possession of Tenant shall not be disturbed, provided that Tenant is not in default under any of the terms and conditions of this Lease. Tenant agrees to attorn to and to recognize the mortgagee or the purchaser at foreclosure sale as Tenant's landlord for the balance of the Term of the Lease. Tenant hereby agrees, however, that such mortgagee or the purchaser at foreclosure sale shall not be (1) liable for any act or omission of Landlord; (ii) subject to any offsets or defenses which the Tenant might have against the Landlord; (iii) bound by any Rent or Additional Rent which Tenant may have paid to Landlord for more than the current month; (iv) bound by any amendment or modification of this Lease made without its consent; or (v) liable for the return of any security deposit except to the extent that the security deposit has been transferred to any mortgagee or subsequent purchaser. The aforesaid subordination, non-disturbance and attornment provisions shall be self-operative; however, Landlord agrees to use its best



efforts to obtain an Subordination and Non-Disturbance Agreement from all mortgagees of the Premises and Tenant agrees to promptly execute any other agreement submitted by Landlord in confirmation or acknowledgment of same. Tenant hereby authorizes and empowers Landlord as its attorney-in-fact to execute an instrument in confirmation or acknowledgment of the provisions of this paragraph in the event that Tenant fails to execute any document within thirty (30) days of its presentation.

## 25. CONDEMNATION

A. If during the Term of this Lease or any extension thereof, all of the Premises shall be condemned or temporarily taken for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then in that event the Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase, whereupon the Rent shall be adjusted as of the time of such termination and any Rent paid for a period thereafter shall be refunded. In the event that less than all of the Premises is taken and such taking materially interferes with the Tenant's ability to conduct business, then Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase or, upon mutual agreement of the parties. If the Premises are partially condemned and Tenant fails to terminate the Lease as provided for herein, or the taking does not materially interfere with the Tenant's ability to conduct its business, Landlord shall repair and restore, at its own expense, the portion of the Premises not taken and thereafter the Rent shall be reduced proportionately to the portion of the Premises taken.

B. In the event of any total or partial taking of the Premises or the Building, Landlord shall be entitled to receive the entire award in such proceeding for the Premises and Tenant shall make a separate application for Tenant's fixtures, equipment, and moving expenses under the then applicable New Jersey eminent-domain code.

## 26. ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, within thirty (30) days after written request by Landlord, execute, acknowledge and deliver to Landlord, or its mortgagee or trustee, a statement in writing duly executed by Tenant (i) certifying that this Lease is in full force and effect (if that be the case) without modification or amendment (or, if there have been any modification or amendments, that this Lease is in full force and effect as modified and amended and setting forth the modifications or amendments), (ii) certifying the date to which Fixed Rent and Additional Rent have been paid, and (iii) either certifying that to the knowledge of the Tenant no default exists under this Lease or specifying each such default; it being the intention and agreement of Landlord and Tenant that any such statement by Tenant may be relied upon by a prospective purchaser or a prospective or current mortgagee of the Premises, or by others, in any matter affecting the Premises.

## 27. BANKRUPTCY

A. The following shall be Events of Bankruptcy under this Lease:

(i) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy ("the Bankruptcy Code") or under the insolvency laws of any State, District, Commonwealth or Territory of the United States ("Insolvency Laws");

(ii) The appointment of a receiver or custodian for any or all Tenant's property or assets or the institution of a foreclosure action upon any of Tenant's real or personal property;

- (iii) The filing of a voluntarily petition under the provisions of the Bankruptcy Code or Insolvency Laws;
- (iv) The filing of a involuntarily petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within ninety (90) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later, or
- (v) Tenant's making or consenting to an assignment for the benefit of creditors or a common law compensation of creditors.

B. Landlord's Remedies

(i) Termination of Lease. Upon occurrence of an Event of Bankruptcy, Landlord shall have the right to terminate this Lease by giving written notice to Tenant; provided, however, that this subparagraph (i) shall have no effect while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant to its Trustee is unable to comply with the provisions of subparagraphs (iv) and (v) below. At all other times this Lease shall automatically cease and terminate, and Tenant shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this subparagraph (i). Any other notice to quit, or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of the Landlord to be done and performed shall cease without prejudice, subject, however, to the rights of Landlord to recover from Tenant all Rent and other monetary damages or loss of reserved rent sustained by Landlord.

(ii) Suit for Possession. Upon termination of this Lease pursuant to subparagraph (i) above, Landlord may proceed to recover possession under and by virtue of the provisions of the laws of any applicable jurisdiction, or by such other proceedings, including re-entry and possession, as may be applicable.

(iii) Non-Exclusive Remedies. Without regard to any action by Landlord as authorized by subparagraphs (i) and (ii) above, Landlord may at its discretion exercise all the additional provisions set forth below in Article 29.

(iv) Assumption or Assignment by Trustee. In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this Article shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee (i) promptly cures all defaults under this Lease, (ii) promptly compensates Landlord for monetary damages, incurred as a result of such default, and (iii) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee Tenant.

(v) Adequate Assurance of Future Performance. Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used above, shall mean that all of the following minimum criteria must be met: (i) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Rent due under this Lease; (ii) Both the average and median of Tenant's gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Rent due under this Lease; (iii) The Trustee must agree that Tenant's business shall be conducted in a first class manner, and that no liquidating sales, auctions, or other non-first class business operations shall be conducted on the Premises; and (iv) The Trustee must agree that the use of the Premises as stated in the Lease will remain unchanged and that no prohibited use shall be permitted.

(vi) Failure to Provide Adequate Assurance. In the event Tenant is unable to (i) cure its defaults, (ii) reimburse the Landlord for its monetary damages, (iii) pay the Rent due under this Lease, and all other payments required of Tenant under the lease on time (or within five [5] days), or (iv) meet

the criteria and obligations imposed above, Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord as provided above.

## 28. DEFAULT

The occurrence of any of the following events (each, an "Event of Default") shall constitute a material default and breach of this Lease by Tenant:

A. Failure of Tenant to accept possession of the Premises within thirty (30) days after the Commencement Date;

B. The vacation or abandonment of the Premises by Tenant for more than thirty (30) consecutive days, or the removal or attempted removal of Tenant's property from the Premises other than in the ordinary course of business;

C. A failure by Tenant to pay, when due, any installment of Fixed Rent hereunder or any Additional Rent or any such sum herein required to be paid by Tenant. Landlord shall not be required to send Tenant notice of non-receipt of Rent;

D. Any act, manner or thing objectionable to the fire insurance companies or Board of Underwriters whereby the fire insurance or any other insurance now in effect or hereafter to be placed on the Premises shall become void or suspended, or whereby the same shall be rated as more hazardous risk than at the commencement date; or

E. A failure by Tenant to observe and perform any other provisions or covenants of this Lease to be observed or performed by Tenant.

## 29. REMEDIES

Upon the occurrence of any such Event of Default set forth above, the Tenant shall be in default ("Default") and the Landlord may, at its option, have the following remedies:

A. Landlord may (but shall not be required to) cure for the account of Tenant any such Default of Tenant and immediately recover as Additional Rent any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of one (1%) percent per annum over the prime rate (as said rate is published from time to time in the Wall Street Journal) from the date of such expenditure;

B. Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired Term hereof and all renewal options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than thirty (30) days after the date of such notice. Notwithstanding the foregoing, Tenant may save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and such notice shall be rescinded, and this Lease and the term hereof (and any extensions thereto) granted, hereunder, shall continue in the same manner and with the same force and effect. If Tenant shall not cause any such notice to be rescinded, then at the expiration of the time limit in such notice, this Lease and the term hereof (and any extensions thereto) granted, hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the Term of this Lease.

Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefore. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Premises shall be relet;

C. Landlord may, at any time after the occurrence of any Event of Default, re-enter and repossess the Premises and any part thereof and attempt in its own name, as agent for Tenant if this Lease is not terminated or in its own behalf if this Lease is terminated, to relet all or any part of such Premises for and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord in its sole discretion shall determine, including a term beyond the termination of this Lease; and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or mitigation of damages. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alternations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient; and the costs of such decorations, repairs, changes, alterations, or additions shall be charged to and be payable by Tenant as Additional Rent hereunder, along with any reasonable brokerage and legal fees expended by Landlord; and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the Rent due hereunder as aforesaid. Tenant shall pay to Landlord monthly, on the days when the Rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Landlord from such new tenant;

D. Landlord shall have the right of injunction, in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, including the actual or threatened failure to vacate the Premises at the end of the Term, to restrain the same and the right to invoke any remedy allowed by the law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. Landlord shall have the right of distraint upon Tenant's goods pursuant to N.J.S.A. 2A:33-1 et seq. upon adequate notice consistent with due process. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others;

E. In the event Tenant fails to evacuate the Premises upon the expiration of this or any extended Term hereunder or upon termination of this Lease, Tenant shall pay to Landlord 125% the monthly rental payment for the month in which this Lease expired or Landlord may, at its option, pursue any other remedy to which it may be entitled;

F. In addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorney's fees and court costs incurred as a result of such breach.

### 30. REQUIREMENT OF STRICT PERFORMANCE

The failure or delay on the part of the Landlord or Tenant to enforce or exercise at any time any of the provisions, rights or remedies in the Lease shall in no way be construed to be a waiver thereof, nor in any way shall it affect the validity of this Lease or any part hereof, or the right of the party to thereafter enforce each and every provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of Rent at a time when the Rent is in default under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of a lesser amount than the Rent due shall not be construed to be other than a payment on account of the Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such



payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

### 31. LANDLORD'S OBLIGATIONS

Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Premises; and, upon termination of that ownership, Tenant, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Premises for the satisfaction of each and every obligation of Landlord hereunder.

### 32. LANDLORD'S LIABILITY

Notwithstanding anything to the contrary set forth in this Lease, it is specifically understood and agreed by Tenant that there shall be absolutely no personal liability on the part of the Landlord with respect to any of the terms, covenants and conditions of this Lease and the Tenant shall look solely to the equity, if any, of the Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord; such exculpation of personal liability to be absolutely and without any exception whatsoever. The term "Landlord" as used in this Lease shall mean the holder from time to time of the fee interest in the Premises, and if such fee interest be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease.

### 33. SUCCESSORS

The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

### 34. NON-LIABILITY

Any equipment, fixtures, goods or other property of Tenant not removed by Tenant upon termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall be considered as abandoned and Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

### 35. GOVERNING LAW

Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

### 36. CAPTIONS; INTERPRETATION; SEVERABILITY

Marginal captions, titles or exhibits and riders in this Lease are for convenience and reference only, and are in no way to be construed as defining, limiting, construing, describing, or modifying the scope of intent of the various provisions of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of a

Lease by Landlord or Tenant. If any words or phrases in this Lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated from the fact that said words or phrases were so stricken out or eliminated. If any terms or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Each covenant, agreement, obligation, or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the part bound by, undertaking or making same, not dependent on any other provision of this Lease, unless otherwise provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. The word person as used in this Lease shall mean a natural person or persons, a partnership, a corporation or any other form of business or legal association or entity.

37. ENTIRE AGREEMENT

This Lease, including any riders hereto, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement, in writing, signed by both parties hereto or their respective successors in interest. In addition, this Lease is not binding until and unless it is executed by the Landlord and a fully executed copy delivered to the Tenant. The acceptance or depositing of any check delivered by Tenant to Landlord with this Lease shall not be deemed or construed as an acceptance or execution of this Lease by the Landlord.

38. WAIVER OF TRIAL BY JURY

Landlord and Tenant each hereby waive the right to a trial by jury in the event any claim is made concerning the construction, interpretation or enforcement of this Lease.

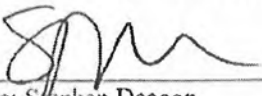
39. CONSENT OF THE PARTIES

Wherever the approval or consent of either party is requested or required, it shall be deemed to be written consent and shall not be unreasonably withheld conditioned or delayed.

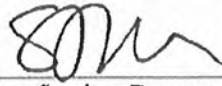
40. BROKERS. No broker's fee is applicable to this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year first above written.

LANDLORD:  
CAMDEN IRON & METAL, INC.

By:   
Name: Stephen Deacon  
Title: Chief Operating Officer

TENANT:  
EMR EASTERN, LLC

By:   
Name: Stephen Deacon  
Title: Chief Operating Officer

**LEASE AGREEMENT  
BETWEEN  
SOUTH JERSEY PORT CORPORATION  
AND  
CAMDEN IRON & METAL**

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## LEASE AGREEMENT

This Agreement made this 1<sup>st</sup> day of December, 2011 between the South Jersey Port Corporation, an instrumentality of the State of New Jersey, hereinafter referred to as "Lessor" or "Landlord" and/or its successors and/or assignees and Camden Iron & Metal, 143 Harding Avenue, Bellmawr, NJ 08031, hereinafter referred to as "Lessee" or "Tenant".

### Article I

1.1 Rental Space. Buildings – L - 33,000 Sq. Ft., J - 48,000 Sq. Ft., Open Ground – Gallagher 392,040 Sq. Ft., K - 178,596 Sq. Ft., Behind J - 87,120 Sq. Ft. located at Beckett St. Terminal in the City of Camden, County of Camden, and State of New Jersey hereinafter the "premises" or the "demised premises", as more particularly described in Exhibit "A" attached hereto.

### Article II

2.1 Term. The Term of the Lease shall be for 20 years beginning on the first day December, 2011 to November 30, 2030 with two (2) Five year options. The CPC will be applied annually starting December 1, 2012.

### Article III

3.1 Use. The premises shall be used for for the processing and storage of metals and other materials, maintenance and repair facility, office and other employee use. No other use shall be conducted without written approval of the Lessor.

### Article IV

## RENTS

4.1 Base Rent. The Base Rent for the term is as follows:

Dec. 1, 2012	Nov. 30, 2013	Annual	Per Month	Per Sq. Ft.
L- Building 33,000 Sq. Ft.		\$41,250.00	\$3,438.00	\$1.25
J – Building 48,000 Sq. Ft.		\$120,000.00	\$10,000.00	\$2.50
Open Space 87,120 Sq. Ft.		\$39,204.00	\$3,267.00	\$0.45
K – Open Space 178,596 Sq. Ft.		\$80,368.00	\$6,697.00	\$0.45
Gallagher 392,040 Sq. Ft.		<u>\$176,418.00</u>	<u>\$14,701.00</u>	\$0.45
		\$457,240.00	\$38,103.00	

Lessee covenants and agrees that Lessee will without notice, demand, offset or deductions whatsoever, pay the rent in lawful money of the United States of America, in Base Rent monthly installments, in advance during the term of this lease.

4.2 Additional Payment.

Lessee also agrees to pay to the City of Camden and County of Camden or any other governmental authority, upon presentation of bills, a payment in lieu of taxes as determined by an agreement between Landlord and the City of Camden and County of Camden upon the demised premises or upon the premises of which the demised premises are part, for each year or part thereof, during the term of this lease or any renewal or extension thereof. It is understood and agreed between Lessor and Lessee that the agreed payment in lieu of taxes will not result in any assessment against Lessor or its property and payment will only be forthcoming from Lessee to the City of Camden and County of Camden.

4.3 Payment of Rent.

(a) Except as otherwise expressly provided herein, the Base Rent shall be due and Payable by Lessee by the first day of each month for the term of this Lease.

(b) Lessee shall pay Base Rent promptly when due without notice or demand therefor and without any abatement, deduction or set off for any reason except as otherwise expressly provided in this lease.

(c) No payment by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct Base Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor's right to recover the balance or pursue any other remedy provided in this Lease or at Law.

(d) If Lessee (a) fails to make any payment of Base Rent by the first day of the month with respect to which such installment of Base Rent is payable, then (I) Lessor may impose a late payment charge equal to Four (\$4.00) Dollars for each One Hundred (\$100.00) Dollars which is past due, and in addition (ii) such unpaid amount shall bear interest at a rate equal to the maximum applicable rate allowed by law, from, in the case of Base Rent, the first day of the month with respect to which the same is payable, to the date of payment by Lessee of such Base Rent.

(e) Lessee agrees to pay to Lessor, as rent, an additional charge of One and One - Half Percent (1.5%) per month on all outstanding balances due under this agreement that are due over thirty (30) days.

(f) This Lease and the obligation of the Lessee to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation, or agency, or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Lessor.

## Article V

### 5.1 Security Deposit.

(a) Upon the execution of this lease by Lessee in addition to the first month's rent, Lessee agrees to deposit with Lessor the additional sum of \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) equal to one (1) month's rent to be held by the Lessor as security for the faithful performance of all the terms and conditions of the within lease. The security deposit shall increase as rental payments increase, so that the security deposit will always equal one (1) month's current rental for the applicable period.

(b) Should the Lessee fail to live up to the terms and conditions of this lease, Lessor shall have the right, at Lessor's option, at any time and from time to time, to apply the said \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) or any part thereof, for the purpose of curing any such default or for the purpose of reimbursing Lessor for any damage or costs occasioned by such default, without affecting any other rights or remedies reserved to Lessor in such case, under the terms of this lease.

(c) If the Lessee shall have faithfully lived up to all the terms and conditions of this lease, the said \$39,570.09 (does not include security deposit for the 4.0 acres Leasehold) plus any additional deposits shall be refunded to Lessee at the expiration or sooner termination of this lease; provided, however, that Lessee first shall have vacated the same premises in as good or equal to the condition as when leased, reasonable wear and tear excepted, and surrendered possession thereof to Lessor by delivery of keys.

(d) Nothing herein contained shall require Lessor to hold the sums so deposited as a trust fund, nor establish any relationship between Lessor and Lessee other than that of debtor and creditor with respect to said sums so deposited.

(e) In the event Lessor shall assign or otherwise transfer its interest in this lease, Lessor



shall have the right, at any time, without notice to Lessee, to transfer the sums deposited to the assignee or other transferee of such interest, and upon such transfer, Lessor shall be released and relieved from all liability and/or responsibility with respect to said deposit and/or return of application thereof. Lessor shall have the right, at any time without notice to Lessee, to deliver to Lessor's principal the aforementioned deposit, in which event such deposit shall be held and applied by Lessor's principal in accordance with the terms hereof and Lessor shall be released and relieved from all liability and/or responsibility to Lessee with respect to said deposit and/or return of application thereof.

#### Article VI

##### 6.1 Covenants Between Parties.

(a) In further consideration of the said lease, the parties do hereby covenant and agree as follows:

Lessee hereby acknowledges that Lessee has examined the demised premises and it is agreed that Lessee entering into possession of the demised premises shall be an acknowledgment by Lessee that the said premises was in acceptable condition at the beginning of the term hereof. Lessee has let the demised premises in their present condition and without any representations being relied on by Lessee, its officers, servants and/or agent. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting, or at any time thereafter. It is understood and agreed that there is neither a warrant, representation or agreement with regard to the HVAC system and that Lessor specifically is not obligated to install, repair or otherwise replace the current HVAC system, if any. The Lessee shall take care of the premises and shall at the Lessee's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the demised premises in good order and condition, wear and

tear from a reasonable use thereof, and damage by the elements not resulting from neglect or fault of the tenant, excepted. The Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways or stairs.

(b) Lessee covenants and agrees that Lessee will without demand:

(1) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor in the same manner as rent due and in arrears.

(2) Keep the demised premises clean and free from all ashes, dirt, weeds, and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the interior of the premises in general; keep the same in good order and repair; reasonable wear and tear and damage by accidental fire or other casualty not occurring through act or negligence or Lessee's agents, employees, customers or invites alone excepted. Lessee agrees to peaceably deliver up and surrender possession of the demised premises to Lessor at the expiration or sooner termination of this lease, and in the same condition in which Lessee has agreed to keep the same during continuance of this lease, promptly delivering to Lessor at its offices all keys for the demised premises.

(3) Comply promptly with all laws and ordinances and other notices, requirements, orders, regulations, and recommendations (whatever the nature thereof may be) of any and all the Federal, State, County, Municipal and/or other authorities and the Board or Fire Underwriters, and any insurance organizations or associations, and/or companies, with respect to the demised premises and any property

appurtenant thereto. In the event of Lessee's failure to make any necessary repairs immediately upon receipt of notice from Lessor, Lessor may at Lessor's option, make such repairs and collect the cost therefor from the Lessee in any manner herein permitted for the collection of rent due and in arrears.

- (4) Use every reasonable precaution against fire.
- (5) Comply with rules and regulations of Lessor promulgated as hereinafter provided.
- (6) Give to Lessor prompt written notice of any accident, fire, damage or discharge, release, leaking, disposal, or deposit of any hazardous waste or substance, as defined in paragraph 6.1 (b) (7), occurring on or to the demised premises.

(7) Indemnify, hold harmless and defend Lessor from any claim of liability by any private party or governmental entity arising out of the future discharge, release, spill, leaking, pouring, omitting, emptying, dumping, disposal, deposit, handling, or storage of any contaminant, pollutant, petroleum product, debris, deleterious substance, destructive substance, poisonous substance, hazardous waste or hazardous substances, (as those terms are defined by State or Federal statutory and common law, including, but not limited to, as defined in any of the following statutes: The Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 6901, et seq., and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq., including any and all amendments thereto, and any other Federal, State or Local environmental statutes or regulations that may be enacted subsequent to the execution of this lease) where such contaminant, pollutant, petroleum product, debris, deleterious substance, destructive substance, poisonous substance, hazardous waste or hazardous substance were caused or permitted to be brought onto or were generated on the demised premises by Lessee, its agents, representatives, contractors, customers, employees or assigns, notwithstanding the lack of fault or negligence of Lessee.

Lessee covenants and agrees to indemnify, hold harmless and defend Lessor from any fines,

penalties, sanctions, charges or liabilities arising out of the alleged violation of any Local, State, or Federal environmental statute, regulation, ordinance or law by Lessee, its agents, employees, customers, contractors, representatives or assigns provided such violation shall relate to substances brought on to or generated on the demised premises by Lessee. "Environmental statutes, regulations, or ordinances enacted by any governmental entity intended to protect from or remedy harm to the environment and which shall include, but not be limited to, the following State and Federal statutes: the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Spill Compensation and Control Act, N.J.S.A. 38:10-23.11 et seq., the Resource Conservation and Recovery Act, N.J.S.A. 13:1K-6 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Water Pollution Control Act, L. 1990 c. 28, the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Clean Air Act, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq., and the Water Quality Improvement Act of 1971, N.J.S.A. 23:5-28, including any and all amendments thereto, and any other Federal, State, or Local environmental statutes or regulations that may be enacted subsequent to the execution of this lease.

(8) Surrender immediate possession of the demised premises in the case of a rejected lease as further described hereinafter under paragraph 6.7 (b).

(c) Lessee covenants and agrees that Lessee will do none of the following things without the consent, in writing, of Lessor first had and obtained:

(1) Occupy the demised premises in any other manner or for any other purpose than as set forth above.

(2) Assign, mortgage or pledge this lease or underlet or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof, nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by Lessor, and without such consent no such assignment, mortgage,



pledge or sub-lease shall be valid. If Lessee becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for an arrangement or reorganization under the Bankruptcy Act or any other Federal or State Act is filed by or against Lessee, or a bill in equity or other proceeding for the appointment of this lease by operation of law, or if the real or personal property of Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant. At such time as Lessee desires to sublease, to avoid being in default, Lessee shall determine, by written request of Lessor, that a sublease will be considered, and, after receiving preliminary approval from the Lessor, Lessee shall submit a proposed written sublease agreement for formal action by the Lessor, prior to execution.

(3) Except for a security booth and guard which are permitted, place or allow to be placed any stand, booth, sign or showcase upon the doorstep, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted placed or erected any sign, projection, or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected upon the premises, if permission has been granted and restore the premises to their former condition, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, showcase, projection or device and restoring said premises to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(4) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or building fixtures, whether installed before or after the execution of this lease, shall remain upon the demised premises at the expiration or sooner termination of this lease and shall become the property of Lessor, unless the Lessor shall, prior to the termination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations,

improvements, additions, or building fixtures and restore the premises to the same order and condition in which they were prior to making of such alterations, improvements or additions. Should Lessee fail to do so, Lessor may do so and collect the cost and expense thereof from Lessee as additional rent. It is understood and agreed between Lessor and Lessee that Lessee may at the end of its lease remove the storage silos, cooling towers and related fixtures and equipment. Lessee agrees to restore the premises to the same order and condition in which they were prior to the making of said alterations, improvements or additions subject to reasonable wear and tear. Should Lessee fail to do so, Lessor may do so and collect the cost and expense thereof from Lessee as additional rent.

(5) Use or operate any machinery that, in Lessor's opinion, is harmful to the premises or disturbing to other tenants occupying other parts thereof.

(6) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(7) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies or in violation of the provisions of the fire insurance policies whereby the fire insurance or any other insurance not in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor, as additional rent, any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee or by the breach for the provisions of this paragraph.

(8) Remove, attempt to remove or manifest, in the reasonable opinion of Lessor, an

intention to remove Lessee's goods or property from or out of the demised premises other than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent due and for all rent which may come due during the entire term of this lease.

(9) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

(10) Permit any odor, dust, fumes, noise, sound or vibration which may, in Lessor's reasonable judgment, in any way tend to impair said premises or interfere with the business and/or occupancy of any other tenant.

(11) Bring, cause to bring on or permit to bring on the demised premises any hazardous waste or substances, as defined in paragraph 6.1(b)(7).

(d) Lessee covenants and agrees that Lessor shall have the right, but Lessor shall be under no obligation, to do the following things and matters in and about the demised premises.

(1) At all reasonable times and in a reasonable manner, by itself, or its duly authorized agents, to go upon and inspect the demised premises and every part thereof, and/or at its option to make repairs, alterations and additions to the demised premises or the building of which the demised premises are a part provided no interruption of Lessee's business operations.

(2) At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservations of good order therein. Such rules and regulations shall, when notice thereof is given to Lessee, form a part of this lease.

(3) To display a "For Sale" sign at any time and also, after notice from either party of intention to terminate this lease, or at any time within three (3) months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such

part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants, authorized by Lessor, may inspect the premises at any reasonable time. Any sign hereof shall be of reasonable size and at such location as not to interfere with the normal business of the Lessee.

(4) Discontinue all facilities and services rendered by Lessor or any of them, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

(e) Quiet Enjoyment. The Lessor covenants and represents that the Lessor is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Lessee, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

6.2 Expected Conduct of Lessee. This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which Lessor, in its reasonable discretion, may deem improper or objectionable.

6.3 General Liability Insurance. The Lessee, at Lessee's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Lessor, during term hereof, and for any renewal periods thereof, general liability insurance, insuring the Lessor against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for not less than \$2,000,000 combined single limit for bodily injury liability and property damage liability for loss or damage to the property of any person or persons or legal entities in any one accident or occurrence. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and certificate(s) shall be delivered to the Lessor, together with evidence of the payment of the



premiums therefor, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Lessee shall enter into possession, whichever occurs sooner. All such policies shall contain a provision that they may not be canceled, nor may any material change be made in the terms thereof until the expiration of thirty (30) days after notice of intention to cancel or change has been delivered to Lessor. Lessee shall, at Lessee's sole expense, arrange to have Lessor added as an additional name insured in all such policies and shall provide a copy of such policies to the Lessor. At least fifteen (15) days prior to the expiration or termination date of any policy, the Lessee shall deliver to the Lessor a renewal or replacement policy with proof of the payment of the premium therefor. Upon Lessee's failure to supply and maintain the same, Lessor shall have the right to purchase such insurance or any part thereof, including Lessee as insured, only at Lessor's option, and the cost of such insurance shall be due and payable as additional rental hereof, to be collectible by the Lessor in the same manner as herein provided for the collection of rent. The Lessee also agrees to and shall save, hold and keep harmless and indemnify the Lessor from and for any and all payments, expenses, costs, attorney fees, and from any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Lessee or Lessee's agents, employees, guests, licensees, invitees, sublessee, assignees, or successors or by the Lessor or its employees or agents or any other person or persons, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Lessee and the conduct of the Lessee's business. This Agreement to hold harmless and to indemnify the Lessor shall be in addition to, and in no way limit, the covenant to hold harmless and indemnify set forth in paragraph 6.1(b)(7) of this lease. Lessee shall be obligated to procure additional insurance or post a bond, in an amount to be determined by the Lessor, when Lessee contemplates bringing upon the demised premises any hazardous materials, as described in paragraph 6.1(b)(7) not otherwise normally used in operating and maintaining a facility of this nature.

6.4 Fire and Other Casualty Insurance.

(a) In case of fire or other casualty, the Lessee shall give immediate notice to the Lessor.

If the premises shall be partially damaged by fire or other casualty, the Lessor shall repair same as speedily as practicable, Lessee shall be entitled to abate its rent on a reasonable pro rata basis to the extent of the premises which has been damaged and which cannot be used. If, in the opinion of the Lessor, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Lessor. However, if, in the opinion of the Lessor, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then, and from thenceforth, this lease shall come to an end. In no event, however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence, or improper conduct of the Lessee or the Lessee's agents, employees, guests, licensees, invites, sub-lessees, assignees, or successors. In such case, the Lessee's liability for the terms hereof on the Lessee's part to be performed shall continue and the Lessee shall be liable to the Lessor for the damage and loss suffered by the Lessor. If the Lessee shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Lessor, to the extent of the Lessor's costs and expenses, to make the repairs hereunder, and such insurance carriers shall have recourse against the Lessee for reimbursement.

(b) If for any reason, it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form acceptable to the Lessor, the Lessor may, if the Lessor so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Lessee ninety (90) days notice, in writing, of the Lessor's intention to do so, and upon the giving of such notice, this lease and the term thereof shall terminate. If, by reason of the use to which the premises are put by the Lessee, or character of, or the manner in which the Lessee's business is

carried on, the insurance rates for fire and other hazards shall be increased, the Lessee shall, upon demand, pay to the Lessor, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent, but in no case later than one (1) month after such demand, whichever occurs sooner.

6.5 Waiver of Rights of Recovery against Lessor. The Lessee and Lessor hereby waive all rights of recovery against the other, their agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Lessee is insured. The Lessee and Lessor shall obtain from each of their respective insurance carriers and will deliver to the other, waivers of the subrogation rights under the respective policies.

6.6 Liability of Lessor and Lessee.

(a) The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person as a result of the occupancy or use of the premises whether or not resulting from the carelessness, negligence or improper conduct on the part of any other Lessee or of the Lessor or of the agents, employees, guests, licensees, invites, sub-lessees, assignees or successors of the Lessor or of any Lessee; or attributable to any interference with, interruption of or failure, beyond the control of the Lessor, of any services to be furnished or supplied by the Lessor, or any damage attributable to the willful or careless or reckless misconduct of any person.

In addition, the Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person as a consequence to the failure, breakage, leakage or obstruction of water, plumbing, steam, sewer or waste or soil pipes, roof drains, leaders, gutters, valleys, down spouts or the like of electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating system, elevators or hoisting equipment or by reason of the element regardless of negligence of either Lessor or Lessee.

(b) Lessee shall be responsible for and hereby relieve Lessor from all liability by reason

of any injury or damage to any person or property in the demised premises whether belonging to the Lessee or any other person caused by breakage or leakage of the plumbing, sprinkler systems, and roofs in the herein demised premises.

6.7 Default.

(a) If there should occur any default on the part of the Lessee in the performance of any conditions and covenants herein contained, or if, during the term hereof, the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Lessee be evicted by summary proceedings or otherwise, the Lessor, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises; and as agent for the Lessee, or otherwise, Lessor may relet the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorneys' fees and costs, as the Lessor may have incurred in re-entering and repossessing the same in making such repairs and alterations as may be necessary; and second, to the payment of the rents due hereunder. The Lessee shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Lessor, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

(b) Upon the occurrence of any of the contingencies set forth in the preceding paragraph, or should proceedings be instituted by or against the Lessee for insolvency, receivership, agreement of or arrangement by either composition or extension or assignment for the benefit of creditors, or if this lease or the estate of the Lessee hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by operation of law, the Lessor may, if the Lessor so elects, at any time thereafter,



terminate this lease and the term hereof, upon giving to the Lessee or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Lessee, five (5) days notice, in writing, of the Lessor's intention to do so. Upon the giving of such notice, this lease and the term hereof, shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and, the Lessor shall have the right to remove all persons, goods, fixtures, and chattels therefrom, by necessary force or otherwise, without liability for damages which may be occasioned by such removal. Should the lease be terminated by the action of the Lessee or by the Lessor, acting in accordance with provisions of this paragraph, as set out above, the Lessee shall be liable to the Lessor for future rent for the unexpired amount of the lease term, not to exceed two (2) years from the date of termination of the lease. In the case of bankruptcy action being instituted by or against the Lessee, the Lessee must assume or reject the provisions and terms of this lease within sixty (60) days from the date of filing of the bankruptcy action. If the Lessee does not assume or reject the terms and conditions of the lease within sixty (60) days from the date of filing of the bankruptcy action, the lease will be deemed to have been rejected.

(c) Failure of the Lessee to pay the Base or Fixed Rent and other costs when due for thirty (30) days shall constitute a default under the lease, and Lessor shall have the option of terminating the Lease.

(d) If the Lessee shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Lessor may, if the Lessor so elects, carry out and perform such conditions and covenants, at the cost and expense of the Lessee, and the said cost and expense shall be payable on demand, or at the option of the Lessor, shall be added to the installment of rent due immediately thereafter, but in no case later than one (1) month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Lessor may have hereunder by reason of the breach by the Lessee of any of the covenants and conditions contained in this lease.

6.8 Enforcement of Lease Provisions by Lessor; Lessor's Waiver of Conditions and Covenants.

The various rights, remedies, options, and elections of the Lessor expressed herein, are cumulative, and the failure of the Lessor expressed herein, are cumulative, and the failure of the Lessor at any time or times to enforce strict performance by the Lessee of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Lessor of any installment of rent after any breach by the Lessee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment in the future by the Lessor of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect; and the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same, and the receipt of any rent by Lessor from Lessee or any assignee, sub-tenant of Lessee, whether the same be rent that originally was reserved or that which may become payable under any covenants herein contained, or of any portion thereof, shall not operate as a waiver of the right of Lessor to enforce the payment of the additional rent or of any of the other obligations of this lease by such remedies as may be appropriate, and shall not waive or void the right of Lessor at any time thereafter, to elect to terminate this lease or any other breach of any covenant, term or consideration in this lease.

6.9 Subordination to Mortgage. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or other encumbrance shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date and recording, and the Lessee agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or any other encumbrance. A refusal by the Lessee to execute such instruments shall entitle the Lessor to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

6.10 Mechanic's and Other Liens. If any mechanic's or other lien shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Lessee in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Lessee shall, within ten (10) days thereafter, at the Lessee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle the Lessor to resort to such remedies as are provided herein in the case of any default of this lease, in addition to such as are permitted by law.

6.11 Condemnation. If the land and premises lease herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other actions shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Lessor shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Lessor, shall terminate and the term hereof shall end as of such date as the Lessor shall fix by notice in writing; and the Lessee shall have no claim or right to claim or be entitled to any portion of any amount

which may be awarded as damages or as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Lessee to damages, if any, are hereby assigned to the Lessor. The Lessee agrees to execute and deliver any instruments, at the expense of the Lessor, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire said lands and premises or any portion thereof. The Lessee covenants and agrees to vacate the said premises, remove all of the

Lessee's personal property therefrom and deliver up peaceably possession thereof to the Lessor or to such other party

designated by the Lessor in the aforementioned notice. Failure by the Lessee to comply with any provisions in this clause shall subject the Lessee to such costs, expenses, damages, and losses as the Lessor may incur by reason of the Lessee's breach hereof.

6.12 Lessee's Property. Any equipment, fixtures, goods, or other property of the Lessee, not removed by the Lessee upon the termination of this lease, or upon any quitting vacating, or abandonment of the premises by the Lessee, or upon the Lessee's eviction, shall be considered as abandoned and the Lessor shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same, at the expense of the Lessee, and shall not be accountable to the Lessee for any part of the proceeds of such sale, if any.

6.13 Surrender of Premises at End of Term. At the end of the Term, the Lessee shall (a) leave the demised premises clean, safe and in a sanitary condition, (b) remove all of the Lessee's property, © remove all signs and restore that portion of the demised premises on which they were placed, (d) repair all damage caused by moving, and (e) return the demised premises to the Lessor in the same condition as it was at the beginning of the Term, except for normal wear and tear.

6.14 Repairs and Maintenance.

(a) Lessee hereby agrees to accept the herein demised premises in its present condition and to make all repairs thereto, at Lessee's own cost and expense, during the continuance of this lease and/or any renewals thereof. Lessee shall keep the premises neat, clean, and free of all trash, weeds and debris including the routine collection and disposal thereof at Lessee's own cost and expense.

(b) Lessee further agrees to maintain sufficient heat in the building to prevent the freezing of water pipes and water facilities in toilet rooms during the continuance of this lease and/or any



renewals thereof.

6.15 Electricity and Natural Gas.

(a) All utility bills are the responsibility of the Lessee.

6.16 Heat and Air Conditioning. Lessor shall have no obligation to furnish heat or air conditioning to the within demised premises, and Lessee shall make its own arrangements, at Lessee's own cost and expense, to furnish, install or maintain new and/or existing heating/air conditioning/ventilating equipment including fuel and power thereto.

6.17 Water and Sewage: Unless otherwise specified the Lessor shall furnish water for sanitary purposes to serve the demised premises. Lessee shall pay charges for the water consumed in the demises premises and sanitary sewage and industrial sewage charges for all sewage generated by the Lessee. Lessee shall also be responsible for, and provide at its sole cost all pre treatment of industrial waste generated by the Lessee, if any, when such pre treatment is required by the Camden County Municipal Utilities Authority (CCMUA). Lessee shall provide at its sole cost necessary connections to the sewer to accommodate its industrial waste and shall provide all permits and connections fees, if any. Charges for meter installations shall be at the expense of the Lessee and in the name of the Lessee.

6.18 Fire Extinguishers. Existing fire protection on the demised premises, if any, shall be maintained by the Lessee, but nothing herein shall be construed to place on the Lessor any responsibility to install such additional equipment as may be required by the New Jersey Uniform Fire Code. Any fire fighting extinguishers which are located on the subject premises shall be maintained in working condition by the Lessee, and in the event the useful life of the fire extinguishers shall exhaust, it shall be the obligation of the Lessee to immediately replace same in working condition.

6.19 Security Alarm System. Lessee shall be responsible for any security alarm system on the demised premises, or if an electronic security alarm system already exists on the demised premises at the

execution of this lease, Lessee shall continue to provide said electronic security alarm system, through the existing contract. Lessee agrees to pay the costs of providing said security alarm system and associated telephone line expense and Lessee shall be assessed all charges incurred due to false alarms, additions, changes, repairs or for services not included under the existing contract.

6.20 Parking. Lessee agrees not to obstruct any railroad sidings and driveway areas adjacent thereto, so that the same shall be kept open for the use in common with Lessor and all other occupants of the premises of which the herein demised premises are a part. Lessee shall not park, or permit to be parked, at any time, any motor vehicle in or about the premises and/or the yard area which is not in operable condition and which cannot be readily moved.

6.21 Landscaping. If required the Lessee agrees to landscape the premises. Lessee further warrants and represents that it will at all times, as a condition of this Lease, maintain landscaping and will make the necessary replacements of such landscaping during the term of this Lease.

6.22 Painting and Woodworking. In the event Lessee does any painting, such activities must be subject to full safety and environmental precautions, including, but not limited to, strict enforcement of a No-smoking rule and the maintenance of an adequate number of fire extinguishers, at Lessee's expense, as established by the Fire Underwriter's Code. Lessee shall not store paint, paint thinner, or other flammable liquids; provided, however, Lessee may store said combustibles not to exceed ten (10) gallons being contained in approved Underwriter's Laboratory Safety Cans or Underwriter's Laboratory Safety Storage Cabinets.

6.23 Zoning and Environmental Restrictions and Licenses.

(a) Anything herein contained to the contrary notwithstanding, this lease and all the terms, covenants and conditions hereof are, in all respects, subject and subordinate to all zoning and environmental restrictions affecting the demised premises and the building in which they are located, and

Lessee agrees to be bound by such restrictions. Further, Lessor does not warrant that any license or licenses, permit or permits, which may be required for the business to be carried on by Lessee in the demised premises, will be granted or, if granted, will be continued in effect or renewed, and any failure to obtain such license or licenses, permit or permits or any revocation thereof, or failure to renew the same, shall not release Lessee from the terms of this lease, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining any such permit or license.

(b) It is the responsibility of the Lessee to notify the proper New Jersey State Authorities and obtain any & all required permits for the demolition of 5 building.

6.24 Rules and Regulations Regarding Marine Facilities. It is understood by both parties to this lease that the Lessor shall, from time to time, publish and declare rules and regulations with regard to the marine facilities and the use thereof, of which the demised premises are part. Such rules and regulations shall be in reference to, but not limited to, control of traffic, shipping, parking, loading and unloading and platform procedures, general security, fire prevention's, fire fighting, utilities, garbage and rubbish removal or storage. Such rules and regulations, or any additions or modifications thereto, shall be considered part of this agreement, with the same effect as though written herein; and the said Lessee covenants and agrees that said rules and regulations shall be faithfully observed by the said Lessee, its agents, employees and invites.

6.25 Maritime Operation. It is reasonably believed that product into or out of Lessee for manufacture and/or fabrication may occur by use of maritime operation and therefore both Lessee and Lessor acknowledge that this Lease constitutes a potential enhancement of the maritime operations of the Lessor.

6.26 Violation of Laws. Violation of any State or Federal laws or municipal ordinances or regulations, including, but not limited to, laws which prohibit and/or regulate the manufacture, sale or

possession of intoxicating beverages, shall give Lessor the right to immediately terminate and end this lease and to re-enter and take possession of the demised premises. Information filed with Lessor by any constituted authority to the effect that said premises are being used in violation of any such laws or ordinances or regulations shall be sufficient evidence to give Lessor the right to determine and end this lease with no liability upon Lessor for any untrue statements as to said information or mistake of fact contained therein.

6.27 Lease Subject to State Statutes and State Regulations. It is mutually understood by both parties that the South Jersey Port Corporation is an instrumentality of the State of New Jersey and as a creature of the State of New Jersey, its powers, rights and duties are subject, prescribed and limited by statutes and State regulations and that, from time to time, such statutes and regulations may be amended and modified by the State of New Jersey. In the event that it is in the future determined by a court of competent jurisdiction that the entering of this lease was beyond the legal powers and prerogative of the South Jersey Port Corporation, then upon such determination, this lease and all rights, duties, and obligations hereunder shall terminate immediately.

6.28 Assignment. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective parties hereto shall extend to and bind the several and respective successors and assignees of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more, and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee unless assignee has been approved by Lessor in writing.

6.29 Survival. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

6.30 Full Agreement. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto, if any, and forming a part hereof set forth all the promises, agreements, conditions, and understandings between Lessor or its agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and attached hereto, if any, and signed by them.

6.31 Notices. Anything contained herein to the contrary notwithstanding, all notices, under the provisions of this lease to be given to either Lessor or Lessee by the other, shall be deemed sufficiently given if sent by Registered or Certified Mail, postage prepaid, return receipt requested. Such notices to Lessor shall be addressed as follows:



SOUTH JERSEY PORT CORPORATION

Second and Beckett Streets

Camden, New Jersey 08103

If addressed to Lessee, same shall be sent to Camden Iron & Metal, 143 Harding Avenue, Bellmawr, NJ 08031, or to such other addresses as each of the parties may from time to time notify the other by notice given as provided herein.

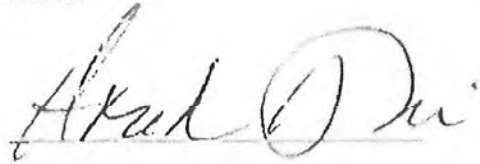
6.32 Board Approval. This lease will not become valid or operative until approved by the Board of Directors of the South Jersey Port Corporation at the first regularly scheduled Board Meeting after the date of this lease.

6.33 Any default occurring under this lease shall, at the option of the Lessor, constitute a default under any pre-existing lease by and between Lessor and Lessee for premises other than the Demised Premises. Under those circumstances, Lessor shall have the option to terminate this lease or any pre-existing lease and/or to collect any unpaid arrears of rent due under this lease or any other pre-existing lease as if the same were due and payable as rent under this lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written and intend to be legally bound hereby.

Attest:

SOUTH JERSEY PORT CORPORATION



By.



Kevin Castagnola

Acting Executive Director

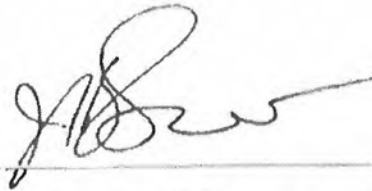
(Seal)

Attest:

TENANT



By.



Joseph Bahauo  
President

(Seal)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**PARKER MCCAY P.A.  
DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3041

55-136312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*Cathy McComber*

DATE

*9/18/05*

\$

*87.30*

*30/100* DOLLARS



America's Most Convenient Bank®

FOR *15644-03 / 2005-10-18 FEE*



*[Signature]*

⑈003041⑈ ⑆031201360⑆ 7859739257⑈

Security Features Included



Details on Back.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**PARKER MCCAY P.A.  
DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3042

55-136312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*five hundred dollars*

\$

*500.00*

DOLLARS



America's Most Convenient Bank®

FOR *15644-03 / PDLAAR FEE*



*[Signature]*

⑈003042⑈ ⑆031201360⑆ 7859739257⑈

Security Features Included



Details on Back.



SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.**  
**DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3043

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*City of Camden*  
*One thousand One hundred thirty seven* 58/100 DOLLARS



America's Most Convenient Bank®

FOR *15644-23 / APP H&E*

⑈003043⑈ ⑆031201360⑆ 7859739257⑈



*[Signature]*



Security Features Included

Details on Back.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

**PARKER MCCAY P.A.**  
**DISBURSEMENT ACCOUNT**

9000 MIDLANTIC DR STE. 300  
PO BOX 5054  
MOUNT LAUREL, NJ 08054-5054

19 3044

55-136/312  
631

CHECK ARMOR

PAY  
TO THE  
ORDER OF

*City of Camden*  
*Three thousand Six hundred thirty three* 03/100 DOLLARS



America's Most Convenient Bank®

FOR *15644-23 / RESCUE*

⑈003044⑈ ⑆031201360⑆ 7859739257⑈



*[Signature]*



Security Features Included

Details on Back.



**Owner:**  
EMR Eastern Region  
201 North Front Street  
Camden, NJ 08102  
Phone: (856) 969-7035  
Fax: (856) 219-3877

Eastern Metal Recycling  
143 Harding Ave.  
Bellmawr, New Jersey 08031

**Moench Engineering, P.C.**  
4000 Clarks Creek Road  
Plainfield, Indiana 46168  
Phone: (317) 837-2767  
Fax: (317) 837-7266

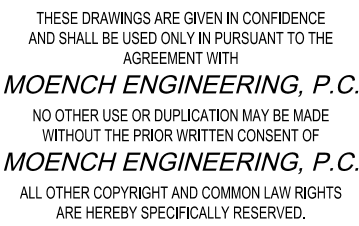
City of Camden  
Department of Administration  
Division of Planning  
520 Market St.  
City Hall, Suite 224  
PO Box 95120  
Camden, NJ 08101-5120  
Phone: (856) 757-7600  
Fax: (856) 964-2262

PLANNING BOARD CHAIRMAN	DATE
PLANNING BOARD SECRETARY	DATE
<p>I HAVE CAREFULLY EXAMINED THIS PLAN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF FIND IT CONFORMS TO THE APPLICABLE CONDITIONS OF THE PLANNING BOARD APPROVAL AND THE TOWNSHIP ORDINANCES AND REQUIREMENTS THERETO.</p> <p>THIS PLAN IS HEREBY APPROVED BY THE OFFICE OF THE CITY OF CAMDEN PLANNING BOARD ENGINEER:</p>	
CITY OF CAMDEN PLANNING BOARD ENGINEER	DATE
ZONING OFFICER / ADMINISTRATIVE OFFICER	DATE

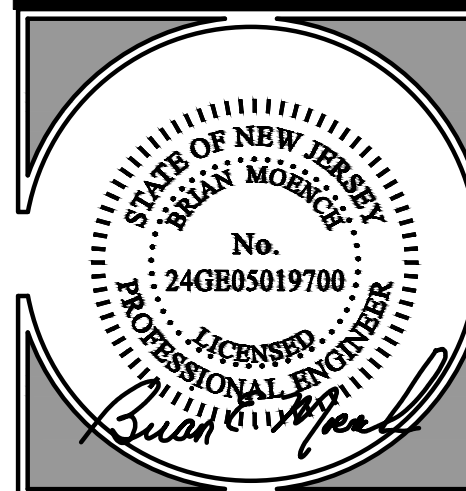
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PROPERTIES OWNER LIST WITHIN 200 FT OF SUBJECT PROPERTY AS OF 09/21/2018 CITY OF CAMDEN, CAMDEN COUNTY, NJ				
BLOCK	LOT	OWNER	OWNER ADDRESS	CITY, STATE, ZIP CODE
217	8	SOUTH JERSEY PORT CORPORATION	101 JOSEPH A BALZANO BLVD	CAMDEN, NJ, 08103
217	9.01	CAMDEN IRON & METAL, INC.	143 HARDING AVENUE	BELLMAWR, NJ, 08031
217	10	CAMDEN IRON & METAL, INC.	143 HARDING AVENUE	BELLMAWR, NJ, 08031
217	12	SOUTH JERSEY PORT CORPORATION	101 JOSEPH A BALZANO BLVD	CAMDEN, NJ 08103
217	15	READING RR CO, %TAX DEPT.	THREE COMMERCIAL PL, #209	NORFOLK, VA, 23510
LOCAL UTILITIES				
COMPANY	ADDRESS		CITY, STATE, ZIP CODE	
CAMDEN COUNTY MUA	1645 FERRY AVENUE		CAMDEN, NJ, 08104	
PUBLIC SERVICE ELECTRIC & GAS	PO BOX 790		CRANFORD, NJ, 07016-0790	
VERIZON	540 BROAD STREET		NEWARK, NJ, 07101	
AMERICAN WATER	PO BOX 52747		PHOENIX, AZ, 85072	
NEW JERSEY AMERICAN WATER	PO BOX 578		ALTON, IL 62002	
COMCAST CABLEVISION	1250 HADDONFIELD-BERLIN ROAD		CHERRY HILL, NJ, 08034-0404	

## VICINITY MAP



**FIRE SUPPRESSION TOWERS and FOUNDATIONS**  
Block 217- Lots 9.01 & 12  
NS Jackson 389 W Ferry  
Camden, New Jersey  
**COVER SHEET**

[illegible]



LINETYPE LEGEND:		
	(SF)	= SILT FENCE
	X	= BARB WIRE FENCE
	o	= CHAIN-LINK FENCE
	H	= WOOD FENCE
	W	= WATER LINE
	STM	= STORM SEWER LINE
	SAN	= SANITARY SEWER LINE
	GAS	= GAS LINE
	UGE	= UNDERGROUND ELECTRIC LINE
	OHE	= OVERHEAD ELECTRIC LINE
	COMM	= COMMUNICATION LINE
	T	= TELEPHONE LINE
	UTELE	= UNDERGROUND TELEPHONE LINE
	FO	= FIBER OPTIC LINE
	FW	= FIRE DEPARTMENT WATER SUPPLY
	35' ESMT	= 35' EASEMENT LINE
	30' ESMT	= 30' EASEMENT LINE
	25' ESMT	= 25' EASEMENT LINE
	20' ESMT	= 20' EASEMENT LINE
	15' ESMT	= 15' EASEMENT LINE
	10' ESMT	= 10' EASEMENT LINE
	5' ESMT	= 5' EASEMENT LINE
	ESMT	= EASEMENT LINE
	000'	= EDGE OF WATER
	35' SETBK	= 35' SETBACK LINE
	30' SETBK	= 30' SETBACK LINE
	25' SETBK	= 25' SETBACK LINE
	20' SETBK	= 20' SETBACK LINE
	15' SETBK	= 15' SETBACK LINE
	10' SETBK	= 10' SETBACK LINE
	5' SETBK	= 5' SETBACK LINE
	SETBK	= SETBACK LINE
	ROW	= RIGHT-OF-WAY LINE
	UD	= PROPERTY BOUNDARY
	CABLE	= SWALE UNDERDRAIN
	FL>	= CABLE TV LINE
		= FLOW LINE

SYMBOL LEGEND:	
	= STORM SEWER END SECTION
	= SANITARY SEWER CLEANOUT
	= MANHOLE
	= CATCH BASIN
	= CURB INLET
	= FIRE HYDRANT
	= PRESSURE RELIEF VALVE
	= WATER VALVE
	= WATER WELL
	= GAS VALVE
	= LIGHT POLE
	= UTILITY POLE
	= PROPERTY CORNER
	IRF = IRON ROD FOUND
	RBF = REBAR FOUND
	= SURVEY POINT (SECTION CORNER)
	= BENCHMARK
	= SOIL BORING
	+ 741.25 = NEW GRADE ELEVATION
	+ 741.25 = EXISTING GRADE ELEVATION
	= STRAW BALE DAM
	= ROCK DAM
	= SIGN
	= STOP SIGN
	= HANDICAP SIGN
	= ENTER ONLY SIGN
	= EXIT ONLY SIGN
	= DO NOT ENTER SIGN
	= EVERGREEN TREE
	= DECIDUOUS TREE
	= BUSH
	= TEMPORARY CONSTRUCTION ENTRANCE
	= GRASS PERMANENT SEEDING
	= EROSION CONTROL BLANKET ON ALL SLOPES 3:1 OR GREATER

PROTECTION AND DEMOLITION NOTES:	
<p><b>TREE REMOVAL AND PROTECTION:</b></p> <p>1. TREES SHALL BE REMOVED FROM THE PROJECT SITE WHERE THEY INTERFERE DIRECTLY WITH THE PLACEMENT OF STORM OR SANITARY SEWERS AND THAT SUCH EXCAVATION WILL BE FATAL TO TREES.</p> <p>2. THE CONTRACTOR SHALL ENDEAVOR TO SAVE AND PROTECT TREES OF VALUE AND WORTH WHICH DO NOT IMPAIR CONSTRUCTION OR IMPROVEMENTS AS DESIGNATED. IN THE EVENT CUT OR FILL EXCEEDS 0.5 FEET OVER THE ROOT AREA, THE DEVELOPER SHALL BE CONSULTED WITH RESPECT TO PROTECTIVE MEASURES TO BE TAKEN, IF ANY, TO PRESERVE SUCH TREES.</p> <p>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE METHOD FOR PROTECTION OF TOPS, TRUNKS AND ROOTS OF EXISTING TREES ON THE PROJECT SITE THAT ARE TO REMAIN. EXISTING TREES SUBJECT TO CONSTRUCTION DAMAGE SHALL BE BOXED, FENCED OR OTHER MATERIAL AND EQUIPMENT SHALL NOT BE STOCKPILED OR STORED WITHIN THE SPREAD OF BRANCHES. BRANCHES WHICH NEED TO BE REMOVED OR ARE BROKEN SHALL BE NEATLY TRIMMED AND SCARS SHALL BE COVERED WITH TREE PAINT.</p> <p><b>PAVEMENT CONSTRUCTION:</b></p> <p>1. THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION, SHALL APPLY TO WORKMANSHIP AND MATERIALS IN CONSTRUCTION OF SUBGRADE, PAVEMENT, CURBS AND WALKS.</p> <p>A) PREPARE THE SUBGRADE IN ACCORDANCE WITH INDOT SECTION 207. NO TRAFFIC WILL BE PERMITTED ON THE PREPARED SUBGRADE PRIOR TO PAVING.</p> <p>B) BITUMINOUS PAVEMENT IN ACCORDANCE WITH DOT SECTION 403.</p> <p><b>CONCRETE PAVEMENT AND WALKS:</b></p> <p>1. SEE DETAIL FOR TYPE AND DETAILS.</p> <p>2. CONCRETE SHALL BE READY MIXED PORTLAND CEMENT AND WATER CONFORMING TO ASTM C-150. AGGREGESS SHALL COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE 4500 P.S.I. WHERE REQUIRED, REINFORCEMENT SHALL BE WELDED STEEL WIRE FABRIC CONFORMING TO ASTM A-185.</p> <p>3. ALL EXTERIOR CONCRETE SHALL CONTAIN 6% ± 1% AIR ENTRAINMENT.</p> <p><b>APPLICATION:</b></p> <p>A) PLACE CONCRETE ONLY ON A MOIST, COMPACT SUBGRADE OR BASE FREE FROM LOOSE MATERIAL. PLACE NO CONCRETE ON MUDDY OR FROZEN SUBGRADE IN ACCORDANCE WITH DOT SECTION 604 AND 605.</p> <p>B) CONCRETE SHALL BE DEPOSITED SO AS TO REQUIRE AS LITTLE RE-HANDLING AS PRACTICAL. WHEN CONCRETE IS TO BE PLACED AT AN ATMOSPHERIC TEMPERATURE OF 35 DEGREES OR LESS, PARAGRAPH 702.10 OF THE DOT SPECIFICATIONS SHALL APPLY.</p> <p>C) EXCEPT AS OTHERWISE SPECIFIED, CURE ALL CONCRETE BY ONE OF THE METHODS ACCEPTABLE IN THE INDUSTRY.</p> <p><b>PARKING LOT STRIPING:</b></p> <p>1. PAINT MATERIAL SHALL COMPLY WITH FEDERAL SPECIFICATION TT-P-115A FOR TRAFFIC PAINT WITHOUT GLASS SPHERES, (COLOR BY OWNER SELECTION).</p> <p>2. SUBCONTRACTOR TO PERFORM ALL FIELD LAYOUT WORK NECESSARY TO ACHIEVE STRAIGHT AND TRUE LINES. ASPHALT MUST BE CLEANED WITH POWER BROOM AND HAND BROOM TO REMOVE LOOSE MATERIAL BEFORE STRIPING. THE SUBCONTRACTOR IS TO PROVIDE BARRIERS TO PREVENT MARRING OF LINES BY VEHICLES UNTIL PAINT HAS DRIED. STRIPING PAINT SHALL BE APPLIED AT THE MINIMUM RATE OF ONE GALLON PER 100 SQUARE FEET OF PAINT (BASED ON 39% SOLIDS) AT A WIDTH OF FOUR INCHES.</p>	
<p>2. ALL "UNSTABLE MATERIAL" FROM CLEARING OPERATIONS SHALL BE REMOVED TO DISPOSAL AREAS AS DIRECTED BY GENERAL CONTRACTOR.</p> <p><b>STRIPPING OF TOPSOIL:</b></p> <p>1. THE CONTRACTOR SHALL VERIFY THAT ALL TOPSOIL HAS BEEN REMOVED IN THE AREAS TO BE OCCUPIED BY ROADS, WALKS AND DESIGNATED BUILDING AREAS. TOPSOIL SHALL BE REMOVED TO A DEPTH OF SIX (6) INCHES OR DEEPER, IF NECESSARY, TO REMOVE ORGANIC MATTER WHERE REQUIRED.</p> <p>2. TOPSOIL SHALL BE KEPT SEPARATED FROM SUITABLE FILL MATERIALS AND SHALL NOT BE USED AS FILL UNDER PAVEMENT, BUILDING AREAS AND /OR FUTURE STRUCTURAL AREAS.</p> <p>3. TOPSOIL SHALL BE STORED AT A LOCATION WHERE IT DOES NOT INTERFERE WITH CONSTRUCTION OPERATIONS AS DIRECTED BY THE GENERAL CONTRACTOR.</p> <p>4. TOPSOIL SHALL BE REASONABLY FREE FROM SUBSOIL DEBRIS AND STONES.</p> <p><b>DEMOLITION:</b></p> <p>1. ALL MATERIAL AS A RESULT OF THE GENERAL DEMOLITION SHALL BE THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR'S LUMP SUM BID PRICE FOR THE DEMOLITION SHALL TAKE INTO ACCOUNT THE SALVAGEABLE VALUE OF MATERIALS AND SAID BID PRICE SHALL REFLECT SAID DRAWINGS.</p> <p>2. THE CONTRACTOR SHALL OBTAIN FROM ALL APPLICABLE GOVERNMENT AUTHORITIES NECESSARY PERMITS REQUIRED. A COPY OF SUCH PERMITS TO BE FURNISHED TO THE OWNER PRIOR TO COMMENCEMENT OF ANY WORK HEREIN.</p>	

GENERAL EROSION CONTROL NOTES:	
<p><b>SOIL EROSION CONTROL SUMMARY:</b></p> <p>1. CONTRACTOR SHALL INSTALL SODDING, INLET PROTECTION, AND FILTERS AS SHOWN.</p> <p>2. MASS GRADE THE SITE (SIDES OF SWALES, MOUNDS AND PONDS TO BE SODDED OR SEEDED AND MULCHED IMMEDIATELY UPON COMPLETION). TEMPORARY SEEDING SHALL BE RECOMMENDED FOR ALL SWALES AND DISTURBED AREAS THAT CANNOT BE FINAL SEEDING WITHIN A TIME PERIOD THAT WILL PREVENT SOIL EROSION. FOR TEMPORARY SEEDING THE CONTRACTOR SHALL UTILIZE A FAST GROWING SEED OF EITHER OATS, ANNUAL RYE GRASS, WHEAT OR RYE DEPENDING UPON TIME OF YEAR. DISTURBED AREAS SHOULD BE KEPT TO A MINIMUM AT ALL TIMES.</p> <p>3. CONTRACTOR SHALL CONTROL MUD ACCUMULATION ON ALL STREETS SURROUNDING THE PROJECT BY INSTALLING STONE SURFACE AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC LEAVES THE SITE. DUST SHALL BE KEPT TO A MINIMUM BY UTILIZING SPRINKLING, CALCIUM CHLORIDE, VEGETATIVE COVER, SPRAY ON ADDITIVES OR OTHER APPROVED METHODS.</p> <p>4. MAINTAIN ALL FILTERS DURING CONSTRUCTION TO PREVENT ANY BLOCKAGES FROM ACCUMULATED SEDIMENT. ADDITIONAL SEEDING MAY BE REQUIRED DURING CONSTRUCTION AS SPECIFIED BY ENGINEER OR SOIL CONSERVATION SERVICE. RIPRAP SHALL BE PLACED IN AREAS OF HIGH VELOCITY STREAM FLOW (MINIMUM SIZE 1/3 CU FT.). PAYMENT FOR ADDITIONAL RIPRAP NOT SHOWN ON PLANS AND SEEDING SHALL BE ON A UNIT BASIS.</p> <p>5. CONTRACTOR SHALL INSTALL ALL STORM SEWER INLET FILTERS AS STORM SEWER SYSTEM IS INSTALLED.</p> <p>6. ALL PROPOSED STREET AREAS TO BE PAVED AS SOON AS POSSIBLE AFTER SUBGRADE IS PREPARED.</p> <p>7. CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROLS ONLY WHEN THERE IS SUFFICIENT GROWTH OF GROUND COVER TO PREVENT FURTHER EROSION.</p> <p>8. ALL SWALES SHALL BE SEEDED AND SODDED (AS INDICATED ON THE EROSION AND SEDIMENT CONTROL PLAN) IMMEDIATELY AFTER FINAL GRADING.</p> <p><b>MAINTENANCE:</b></p> <p>INSPECT PERIODICALLY, ESPECIALLY AFTER STORM EVENTS, UNTIL THE STAND IS SUCCESSFULLY ESTABLISHED. (CHARACTERISTICS OF A SUCCESSFUL STAND INCLUDE: VIGOROUS DARK GREEN OR BLuish-GREEN SEEDINGS; UNIFORM DENSITY WITH NURSE PLANTS, LEGUMES, AND GRASSES WELL INTER-MIXED; GREEN LEAVES, AND THE PERENNIALS REMAINING GREEN THROUGHOUT THE SUMMER, AT LEAST AT THE PLANT BASE.)</p> <p>PLAN TO ADD FERTILIZER THE FOLLOWING GROWING SEASON ACCORDING TO SOIL TEST RECOMMENDATIONS.</p> <p>REPAIR DAMAGED, BARE, OR SPARSE AREAS BY FILLING ANY GULLIES, RE-FERTILIZING, OVER-OR RE-SEEDING, AND MULCHING.</p> <p>IF PLANT COVER IS SPARSE OR PATCHY, REVIEW THE PLANT MATERIALS CHOSEN, SOIL FERTILITY, MOISTURE CONDITION, AND MULCHING AFTER RE-PREPARING THE SEEDBED.</p> <p>IF VEGETATION FAILS TO GROW, CONSIDER SOIL TESTING TO DETERMINE ACIDITY OR NUTRIENT DEFICIENCY PROBLEMS. (CONTACT YOUR SWCD OR COOPERATIVE EXTENSION OFFICE FOR ASSISTANCE.)</p> <p>IF ADDITIONAL FERTILIZATION IS NEEDED TO GET A SATISFACTORY STAND, DO SO ACCORDING TO SOIL TEST RECOMMENDATIONS.</p> <p><b>EROSION CONTROL NOTES:</b></p> <p>PRIOR TO ANY WORK BEING DONE, A TEMPORARY CONSTRUCTION ENTRANCE AND SILT FENCING SHALL BE INSTALLED.</p> <p>AFTER COMPLETION OF A STORM STRUCTURE, THE CURB INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY.</p> <p>UPON COMPLETION OF SWALES AND SIDE SLOPES, CONTRACTOR SHALL INSTALL THE EROSION CONTROL BLANKETS.</p> <p>ALL AREAS NOT DENOTING PERMANENT SEEDING OR FIBER BLANKETS SHALL BE TEMPORARILY SEEDED.</p> <p>THE EARTHWORK CONTRACTOR IS RESPONSIBLE FOR KEEPING ON THE EXISTING ROADWAYS CLEAR OF DIRT AND DEBRIS.</p> <p>ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY INSPECTOR AS CONDITIONS WARRANT.</p> <p><b>EROSION PROTECTION DURING CONSTRUCTION AND SEEDING:</b></p> <p>1. THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION PROTECTION MEASURE DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO:</p> <p>A) SILT FENCING B) MULCH AND SEEDING C) SOIL STABILIZATION FABRIC</p> <p>2. DETAILS AND PLACEMENT SPECIFICATION FOR ABOVE ITEMS ARE AVAILABLE ON REQUEST FROM THE ENGINEER.</p> <p>3. ALL CONSTRUCTION AREAS ARE TO BE SEEDED IMMEDIATELY FOLLOWING GRADING.</p> <p>4. WOOD CELLULOSE FIBER, STRAW OR MULCH SHALL BE APPLIED AT A RATE OF 3/4 TONS PER ACRE AND SHALL BE REQUIRED FOR ALL SWALE, LAKE SLOPE AND STREET SEEDING.</p>	

SITE NOTES:	
<p><b>GENERAL NOTES:</b></p> <p>1. ALL RADI SHALL BE 5 FOOT UNLESS NOTED OTHERWISE ON PLANS.</p> <p>2. CONTRACTOR TO VERIFY EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.</p> <p>3. STORM SEWER PIPE OF OTHER MATERIAL OR MATERIAL NOT MEETING THESE SPECIFICATIONS SHALL REQUIRE THE PRIOR WRITTEN APPROVAL OF THE ENGINEER.</p> <p>4. THE CONTRACTOR SHALL SUBMIT INFORMATION TO THE APPROPRIATE JURISDICTIONAL CONTACT SHOWING CONFORMANCE WITH THESE SPECIFICATIONS UPON REQUEST.</p> <p><b>PAVEMENT CONSTRUCTION:</b></p> <p>1. THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION, SHALL APPLY TO WORKMANSHIP AND MATERIALS IN CONSTRUCTION OF SUBGRADE, PAVEMENT, CURBS AND WALKS.</p> <p>A) PREPARE THE SUBGRADE IN ACCORDANCE WITH INDOT SECTION 207. NO TRAFFIC WILL BE PERMITTED ON THE PREPARED SUBGRADE PRIOR TO PAVING.</p> <p>B) BITUMINOUS PAVEMENT IN ACCORDANCE WITH DOT SECTION 403.</p> <p><b>CONCRETE PAVEMENT AND WALKS:</b></p> <p>1. SEE DETAIL FOR TYPE AND DETAILS.</p> <p>2. CONCRETE SHALL BE READY MIXED PORTLAND CEMENT AND WATER CONFORMING TO ASTM C-150. AGGREGESS SHALL COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE 4500 P.S.I. WHERE REQUIRED, REINFORCEMENT SHALL BE WELDED STEEL WIRE FABRIC CONFORMING TO ASTM A-185.</p> <p>3. ALL EXTERIOR CONCRETE SHALL CONTAIN 6% ± 1% AIR ENTRAINMENT.</p> <p><b>APPLICATION:</b></p> <p>A) PLACE CONCRETE ONLY ON A MOIST, COMPACT SUBGRADE OR BASE FREE FROM LOOSE MATERIAL. PLACE NO CONCRETE ON MUDDY OR FROZEN SUBGRADE IN ACCORDANCE WITH DOT SECTION 604 AND 605.</p> <p>B) CONCRETE SHALL BE DEPOSITED SO AS TO REQUIRE AS LITTLE RE-HANDLING AS PRACTICAL. WHEN CONCRETE IS TO BE PLACED AT AN ATMOSPHERIC TEMPERATURE OF 35 DEGREES OR LESS, PARAGRAPH 702.10 OF THE DOT SPECIFICATIONS SHALL APPLY.</p> <p>C) EXCEPT AS OTHERWISE SPECIFIED, CURE ALL CONCRETE BY ONE OF THE METHODS ACCEPTABLE IN THE INDUSTRY.</p> <p><b>PARKING LOT STRIPING:</b></p> <p>1. PAINT MATERIAL SHALL COMPLY WITH FEDERAL SPECIFICATION TT-P-115A FOR TRAFFIC PAINT WITHOUT GLASS SPHERES, (COLOR BY OWNER SELECTION).</p> <p>2. SUBCONTRACTOR TO PERFORM ALL FIELD LAYOUT WORK NECESSARY TO ACHIEVE STRAIGHT AND TRUE LINES. ASPHALT MUST BE CLEANED WITH POWER BROOM AND HAND BROOM TO REMOVE LOOSE MATERIAL BEFORE STRIPING. THE SUBCONTRACTOR IS TO PROVIDE BARRIERS TO PREVENT MARRING OF LINES BY VEHICLES UNTIL PAINT HAS DRIED. STRIPING PAINT SHALL BE APPLIED AT THE MINIMUM RATE OF ONE GALLON PER 100 SQUARE FEET OF PAINT (BASED ON 39% SOLIDS) AT A WIDTH OF FOUR INCHES.</p> <p><b>STREET PAVEMENT NOTES:</b></p> <p>1. MATERIALS AND CONSTRUCTION FOR STREETS, WALKS, CURBS AND STORM WATER SEWERS SHALL CONFORM TO THE REQUIREMENTS OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS" LATEST PRINTED EDITION UNLESS SHOWN OR NOTED OTHERWISE.</p> <p>2. PAVEMENT COMPOSITION NOTED ON DETAIL IS THE MINIMUM REQUIREMENT FOR STREET CLASSES 1, 2, 3, 4 AND 5. WITH A GOOD SUB-GRADE SOIL CLASSIFICATION, PAVEMENT COMPOSITION FOR OTHER CLASSES OF STREET SHALL BE DESIGNED WITH CONSIDERATION GIVEN TO THE TRAFFIC VOLUME, SUB-GRADE SOIL EVALUATION AND TYPE OF PAVEMENT MATERIAL TO BE USED.</p> <p>3. THE SUB-GRADE MUST BE PROOF ROLLED BY THE CONTRACTOR USING A FULLY LOADED TRI-AXLE TRUCK.</p> <p>4. ASPHALT BASE SHALL BE LAID IN NO MORE THAN 3" LIFTS. SURFACE ASPHALT SHALL BE LAID IN NO MORE THAN 1 1/2" LIFTS. ASPHALT SHALL BE ROLLER COMPACTED AS PER DOT SPECIFICATIONS.</p> <p>5. TEMPERATURE SHALL BE 32°F AND RISING FOR BASE MATERIAL AND 45°F AND RISING FOR TOP COAT MATERIAL.</p> <p>6. NO ASPHALT SHALL BE INSTALLED ON FROZEN OR WET SUBSURFACE</p> <p>7. STREET CUT REPAIRS SHALL USE 100 PSI QUICK SET FLOWABLE FILL TO WITHIN 6" OF PAVEMENT SURFACE. INSTALL 5" OF 4000 PSI READY MIX CONCRETE WITHIN 1" OF PAVEMENT WITHIN 2-24 HOURS AFTER FLOWABLE FILL HAS BEEN INSTALLED. INSTALL 1" OF #1 SURFACE ASPHALT LEVEL WITH EXISTING PAVEMENT WITHIN 24 HOURS OF CONCRETE BEING INSTALLED. CONDITIONS WHICH MAY WARRANT #8 STONE SUBSTITUTE INCLUDE: TIME OF DAY, COLD MIX MUST BE MAINTAINED AS A SMOOTH SURFACE UNTIL PERMANENT PATCH IS COMPLETE. NO STONE SUBSTITUTE WILL BE ALLOWED FOR COLLECTOR STREETS.</p> <p><b>HANDICAP RAMP CONSTRUCTION NOTES:</b></p> <p>1. ALL HANDICAP RAMPS SHALL MEET THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT. THE MOST RECENT INDOT STANDARD SPECIFICATIONS AND THE GOVERNING JURISDICTIONS' MOST RECENT STANDARDS. CURB SWIPES REQUIRED FOR HANDICAP RAMPS SHALL BE PROVIDED AT TIME OF INITIAL CONSTRUCTION.</p> <p>2. MINIMUM WIDTH OF CURB RAMP SHALL BE 4 FEET NOT INCLUDING FLARES. MAXIMUM SLOPE OF RAMPS SHALL BE 1:21</p> <p>3. HANDICAP RAMPS ARE TO BE LOCATED AS SHOWN ON PLANS.</p> <p>4. TYPE "E" RAMPS SHALL BE PROVIDED AT THE CENTERLINE OF RADIUS AT ALL CORNERS OF EVERY STREET INTERSECTION WHERE THERE IS AN EXISTING OR PROPOSED SIDEWALK AND CURB. IN CASE OF "T"-INTERSECTION, A TYPE "C" RAMP SHALL BE PROVIDED ADJACENT TO EACH CORNER RAMP. TYPE "E" RAMPS ALSO SHALL BE PROVIDED AT WALK LOCATIONS AT MID-BLOCK IN VICINITY OF HOSPITALS, MEDICAL CENTERS OR ATHLETIC STADIUMS. THE USE OF DETAILS CONTRARY TO THOSE SHOWN HEREIN SHALL REQUIRE THE PRIOR WRITTEN APPROVAL OF THE GOVERNING JURISDICTION.</p> <p>5. SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING TRANSVERSE TO THE SLOPE OF THE RAMP.</p> <p>6. RAMPS SHALL BE PROVIDED WHERE THE DRIVEWAY CURB EXTENDS ACROSS THE SIDEWALK.</p> <p>7. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON ALL RAMPS WITH NO BREAKS IN GRADE.</p> <p>8. DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH THE RAMPS EXCEPT WHERE EXISTING DRAINAGE STRUCTURES ARE BEING UTILIZED IN THE NEW CONSTRUCTION. LOCATION OF THE RAMPS SHALL TAKE PRECEDENCE OVER LOCATION OF DRAINAGE STRUCTURES.</p> <p>9. THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP.</p> <p>10. EXPANSION JOINTS FOR THE RAMP SHALL BE A MAXIMUM 1/2" WIDE. THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.</p> <p>11. CROSSWALK AND STOP LINE MARKING, IF USED, SHALL BE LOCATED TO STOP TRAFFIC SHORT OF ALL RAMP CROSSINGS.</p> <p>12. SLOPE OF RAMP MAY BE WARPED WHEN FILED CONDITIONS WARRANT AND WHEN APPROVED BY THE GOVERNING JURISDICTION.</p>	

GRADING NOTES:	
<p><b>GENERAL GRADE NOTES:</b></p> <p>1. SANITARY SEWER MANHOLES SHALL BE MONOLITHIC PRECAST SECTIONS, INCLUDING THE BOTTOM SECTION. ALL SECTIONS SHALL BE PRECAST IN ACCORDANCE WITH ASTM C-478. ALL MANHOLE INLET CONNECTIONS SHALL BE LOCK JOINT FLEXIBLE SLEEVES CONFORMING TO ASTM C-923. ONLY PRECAST CONCRETE RINGS SHALL BE ALLOWED FOR CASTING RISERS. ALL MANHOLES, GRADE RINGS AND CASTING SHALL BE SEALED TO PREVENT INFILTRATION.</p> <p>2. FILL MATERIAL SHALL CONSIST OF EARTH OBTAINED FROM CUT AREAS, BORROW PITS OR OTHER APPROVED SOURCES. EARTH SHALL BE FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES AND LARGE ROCKS. THE FILL MATERIAL SHALL BE PLACED IN LAYERS NOT TO EXCEED SIX INCHES FOLLOWING COMPACTION. PROPER MOISTURE CONTENT OF FILL MATERIAL WILL BE SUCH TO ACHIEVE SPECIFIED COMPACTION DENSITY. ALL FILL BENEATH PAVED AREAS, FLOOR SLABS AND FUTURE BUILDINGS SHALL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY PER ASTM D-1557. FIELD COMPACTING TEST SHALL BE RUN ON EACH LIFT, IN FILL SECTIONS, AND THE REQUIRED COMPACTION ON EACH LIFT SHALL BE ACHIEVED</p> <p>3. MAXIMUM LAWN SLOPE IS 3:1.</p> <p>4. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES TO LOCATE MAINS, CONDUITS, SERVICE LINES, ETC. IN THE AFFECTED CONSTRUCTION AREA EXISTING UTILITY STRUCTURES ARE SHOWN HEREIN IN ACCORDANCE WITH AVAILABLE INFORMATION. THE LOCATION AND PROTECTION OF UTILITY STRUCTURES, THEIR SUPPORT AND MAINTENANCE DURING CONSTRUCTION (IN COOPERATION WITH APPLICABLE UTILITY COMPANY) IS THE EXPRESSED RESPONSIBILITY OF THE CONTRACTOR.</p> <p>5. ALL SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.</p> <p>6. ALL EXISTING MANHOLE CASTINGS TO BE ADJUSTED TO FINISH GRADE.</p> <p>7. COMPACT "B" BORROW BACK FILL REQD. OVER ALL UTILITIES IN PAVED AREAS.</p> <p><b>REINFORCED CONCRETE PIPE:</b></p> <p>1. REINFORCED CONCRETE PIPE SHALL BE CLASS III, OR V AS SPECIFIED IN ASTM C-76.</p> <p>2. REINFORCED ELLIPTICAL CONCRETE PIPE SHALL BE CLASS HE-III OR HE-IV AS SPECIFIED IN ASTM C-507.</p> <p>3. LIFT HOLES ARE NOT ALLOWED FOR PIPE LESS THAN 24 INCHES IN DIAMETER. A MAXIMUM OF TWO LIFT HOLES ARE ALLOWED FOR PIPE 24 INCHES IN DIAMETER OR LARGER. LIFT HOLES SHALL BE REPAIRED ACCORDING TO MOST RECENT INDOT STANDARD SPECIFICATIONS.</p> <p>4. FITTINGS AND SPECIALTIES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE TYPE OF PIPE BEING USED.</p> <p>5. EACH PIPE SECTION SHALL BE MARKED WITH DATE OF MANUFACTURE, SIZE AND CLASS OF PIPE, SPECIFICATION DESIGNATION, MANUFACTURER AND PLANT IDENTIFICATION.</p> <p>6. PIPE SHALL BE FURNISHED WITH A BELL OR GROOVE ON ONE END OF A UNIT OF PIPE AND A SPIGOT OR TONGUE ON THE ADJACENT END OF THE ADJOINING PIPE. ALL JOINTS SHALL HAVE A GROOVE ON THE SPIGOT FOR PLACEMENT OF A RUBBER "O-RING" OR PROFILE GASKET IN ACCORDANCE WITH ASTM C-443. THE GASKET SHALL BE A CONTINUOUS RING WHICH FITS SNUGLY INTO THE ANNULAR SPACE BETWEEN THE OVERLAPPING SURFACES OF THE ASSEMBLED PIPE JOINT.</p> <p>7. TELEVISION INSPECTION OF THE STORM DRAIN SYSTEM IS REQUIRED PRIOR TO FINAL ACCEPTANCE BY THE CITY OF CAMDEN.</p>	

UTILITY NOTES:	
<p><b>SANITARY GENERAL SPECIFICATIONS:</b></p> <p>1. (A) 100 PSI FLOWABLE FILL SHALL BE REQUIRED FOR ROAD CROSSINGS UNDER EXISTING PAVEMENT AND WITHIN FIVE (5) FEET OF THE PAVEMENT EDGE. STREET CUT REPAIRS SHALL USE 100 PSI FLOWABLE FILL TO WITHIN 6" OF PAVEMENT SURFACE. INSTALL 5" OF 400 PSI READY MIX CONCRETE WITHIN 1" OF PAVEMENT 2-24 HOURS AFTER FLOWABLE FILL HAS BEEN INSTALLED. INSTALL 1" OF #1 SURFACE ASPHALT LEVEL WITH EXISTING PAVEMENT WITHIN 24 HOURS ON CONCRETE INSTALLATION.</p> <p>(B) FLOWABLE FILL SHALL BE A MIXTURE OF SAND, PORTLAND CEMENT AND WATER, THOROUGHLY MIXED, AND SHALL HAVE 100 PSI COMPRESSIVE STRENGTH WITHIN 3 HOURS OF PLACEMENT. FLOWABLE FILL SHALL BE PLACED FROM TOP OF #8 STONE PIPE COVER TO BOTTOM OF NEW PAVEMENT.</p> <p>(C) IN LOCATIONS OF NEW DEVELOPMENT, WHERE UTILITIES ARE INSTALLED PRIOR TO ROAD CONSTRUCTION, TRENCH BACKFILL UNDER FUTURE ROAD SHALL BE ENTIRELY #8 CRUSHED STONE FROM MANHOLES.</p> <p>2. ALL AS-SAFETY STANDARDS SHALL BE STRICTLY ENFORCED FOR PROTECTION OF WORKERS.</p> <p>3. NO SEWER SYSTEM CONSTRUCTION MAY BEGIN UNTIL APPROVAL FROM CITY OF CAMDEN</p> <p><b>POLYVINYL CHLORIDE (P.V.C.) PIPE:</b></p> <p>1. PIPE DIAMETERS OF 10 INCHES THROUGH 15 INCHES SHALL MEET OR EXCEED ALL THE REQUIREMENTS OF ASTM D-3034, AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF 12454-C. REFERENCE SHOULD BE MADE TO ASTM D-1784 FOR A SUMMARIZATION OF CELL CLASS PROPERTIES. PIPE DIAMETERS GREATER THAN 15 INCHES SHALL MEET OR EXCEED ALL REQUIREMENTS OF ASTM F-478, AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF 12454-C. P.V.C. RIBBED SEWER PIPE SHALL MEET OR EXCEED ALL REQUIREMENTS OF ASTM F-794 AND SHALL HAVE A MINIMUM CELLL CLASSIFICATION OF 12454.</p> <p>2. THE MINIMUM WALL THICKNESS FOR PIPES OF 10 INCHES THROUGH 15 INCHES IN DIAMETER SHALL CONFORM TO SDR-35, TYPE PSM, AS SPECIFIED IN ASTM D-3034. THE MINIMUM WALL THICKNESS FOR PIPE DIAMETERS GREATER THAN 15 INCHES SHALL CONFORM TO T-1 AS SPECIFIED IN ASTM F-478. P.V.C. PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 46 POUNDS PER SQUARE INCH FOR EACH DIAMETER WHEN MEASURED AT FIVE PERCENT DEFLECTION AND TESTED IN ACCORDANCE WITH ASTM D-2412.</p> <p>3. PIPE JOINTS SHALL HAVE A BELL WALL, GASKET GROOVE AND SPIGOT WHICH IS INTERGRAL WITH THE PIPE. THE ASSEMBLY OF JOINTS SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS' RECOMMENDATIONS AND ASTM D-3212. NO SOLVENT CEMENT JOINTS SHALL BE ALLOWED. GASKET MATERIAL SHALL BE CONSTRUCTED OF STYRENE BUTADIENE OR BUTYL RUBBER AND MEET THE REQUIREMENTS OF ASTM F-477.</p> <p>4. EACH PIPE SECTION SHALL BE MARKED WITH THE NAME OF THE MANUFACTURER, TRADEMARK OR TRADENAME, NOMINAL PIPE SIZE, PRODUCTION / EXTRUSION CODE, MATERIAL AND CELL CLASS DESIGNATION AND ASTM NUMBER.</p> <p>5. INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM RECOMMENDED PRACTICE D-2321.</p> <p><b>CONCRETE MANHOLE NOTES:</b></p> <p>1. ALL MANHOLES SHALL BE NEGATIVE AIRE PRESSURE (VACUUM) TESTED AS PER ASTM C1244-93 STANDARD METHOD.</p> <p>2. NO MANHOLES SHALL BE MORE THAN 14" FROM BACK OF CURB.</p> <p>3. NO MANHOLE SHALL BE LOCATED IN ANY BACKYARD OR SIDE YARD. THEY MUST BE LOCATED IN THE FRONT YARD OR FRONT LOT THAT IS FRONTING A STREET.</p> <p>4. ALL JOINTS IN MANHOLES SHALL BE SEALED TO PREVENT INFILTRATION BY USING A RUBBER "O-RING" GASKET AND A 1/2" EXTRUDABLE PERFORMED GASKET BETWEEN ALL PRECAST SECTIONS.</p> <p>5. ANNULAR SPACE AROUND SANITARY SEWER AT POINT OF ENTRANCE INTO THE MANHOLE SHALL BE GROUTED COMPLETELY AROUND SANITARY SEWER, INSIDE AND OUTSIDE TO INSURE SMOOTH TRANSITION.</p> <p>6. WHEN CONNECTING A NEW SEWER INTO AN EXISTING MANHOLE, THE EXISTING MANHOLE SHALL BE BROUGHT UP TO MEET PRESENT STANDARDS.</p> <p>7. SECTION JOINTS ON PRECAST CONCRETE MANHOLES SHALL BE SEALED WITH BLACK TAR MASTIC 6" ABOVE AND 6" BELOW JOINT, ON MANHOLE EXTERIOR.</p>	

UTILITY NOTES: (CONTINUED)	
<p><b>SANITARY SEWER NOTES:</b></p> <p>1. SANITARY SEWER MANHOLES SHALL BE MONOLITHIC PRECAST SECTIONS, INCLUDING THE BOTTOM SECTION. ALL SECTIONS SHALL BE PRECAST IN ACCORDANCE WITH ASTM C-478. ALL MANHOLE INLET CONNECTIONS SHALL BE LOCK JOINT FLEXIBLE SLEEVES CONFORMING TO ASTM C-923. ONLY PRECAST CONCRETE RINGS SHALL BE ALLOWED FOR CASTING RISERS. ALL MANHOLES, GRADE RINGS AND CASTING SHALL BE SEALED TO PREVENT INFILTRATION.</p> <p>2. MANHOLE INVERTS SHALL BE SHAPED FOR FLOW CHANNELS WITH CONCRETE AND SMOOTHLY FINISHED BY A SEMI CIRCULAR SECTION CONFORMING TO THE INSIDE DIAMETER OF THE CONNECTING SEWERS, NO BRICK, ROCK OR SAND FILLERS WILL BE ALLOWED.</p> <p>3. ALL MANHOLE COVERS SHALL BE TRAFFIC BEARING, NON-ROCKING DESIGN WITH NON-PENETRATING PICK HOLES.</p> <p>4. SANITARY SEWERS SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 MEETING ASTM D3034 SPECIFICATIONS. ALL SEWER MAINS SHALL HAVE A MINIMUM DIAMETER OF 8". ALL PIPE SPECIFIED SHALL SUPPORT ANTICIPATED LOADS.</p> <p>5. ALL JOINTS SHALL BE PUSH-ON TYPE (SLIP SEAL) OR SOLVENT WELD.</p> <p>6. BEDDING FOR PVC PIPE SHALL CONFORM TO BEDDING CLASSES I, II OF III, AS DESCRIBED IN ASTM D2321, FLEXIBLE SEWER PIPE INSTALLATION REQUIREMENTS.</p> <p>7. ALL SEWER PIPE SHALL BE LAID USING PIPE LASER EQUIPMENT FOR BOTH VERTICAL AND HORIZONTAL ALIGNMENT.</p> <p>8. MINIMUM ALLOWABLE COVER SHALL BE 5'-0" OVER TOP OF PIPE.</p> <p>9. ALL SEWER MAINS SHALL BE DEFLECTION TESTED WITH AN 11 POINT, 5% MANDEREL AFTER COMPACTED AGGREGATE IS IN PLACE FOR ALL STREETS. FLEXIBLE PIPE WILL BE TESTED AFTER BACKFILL HAS BEEN IN PLACE FOR AT LEAST 30 DAYS. ALL PVC PIPE FAILING THE MANDEREL TEST SHALL BE REROUTED IN PLACE OR AN ALTERNATE METHOD APPROVED BY THE GOVERNING JURISDICTION IF REPAIR REQUIRED. SEWER SHALL BE RETESTED 30 DAYS AFTER REPAIR IS COMPLETE.</p> <p>10. ALL SEWER MAINS SHALL BE LAMPED AT THE TIME THE MANDEREL TEST IS CONDUCTED. ALL MAINS SHALL BE TRUE TO ALIGNMENT AND GRADE.</p> <p>11. ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE AIR TESTED IN ACCORDANCE WITH UN-BELL UNB-6-85. MINIMUM TIME FOR THE AIR TEST SHALL BE FOR A 10 PSIG PRESSURE DROP. ALL SECTIONS FAILING AIR TEST SHALL BE REPAIRED AND RETESTED.</p> <p>12. ALL SERVICE WYE BRANCHES SHALL BE INSTALLED AT THE TIME OF THE SEWER MAIN INSTALLATION. NO DIRECT TAPS WILL BE ALLOWED ON NEW MAIN CONSTRUCTION. NO VERTICAL CONNECTIONS WILL BE ALLOWED.</p> <p>13. A SEPARATE (8" MINIMUM) SERVICE SHALL BE PROVIDED FOR EACH UNIT SERVED APPROXIMATELY SIX (6) FEET TO THE RIGHT OF THE LOT CENTERLINE. NO WYES SHALL BE ALLOWED, INCLUDING CONDOMINIUMS.</p> <p>14. THE MAXIMUM ALLOWABLE VERTICAL DISTANCE BETWEEN ANY INFLUENT LINE AND THE EFFLUENT MAIN SHALL BE 6' FOR TYPE 'A' AND 'C' MANHOLES. ANY DISTANCE GREATER THAN 6" SHALL REQUIRE A TYPE 'B' MANHOLE.</p> <p>15. WHERE A SEWER EXTENSION OR IMPROVEMENT CONNECTS TO A EXISTING SEWER OR MANHOLE, IT MUST BE LOCATED IN A STREET, ROAD OR HIGHWAY ROW AND NOT LOCATED IN SUCH A MANNER WHERE IT WILL CUT THROUGH LOTS OR DEVELOPMENTS.</p> <p>16. ALL EXTENSIONS SHALL BE INSTALLED AT MINIMUM GRADES.</p>	

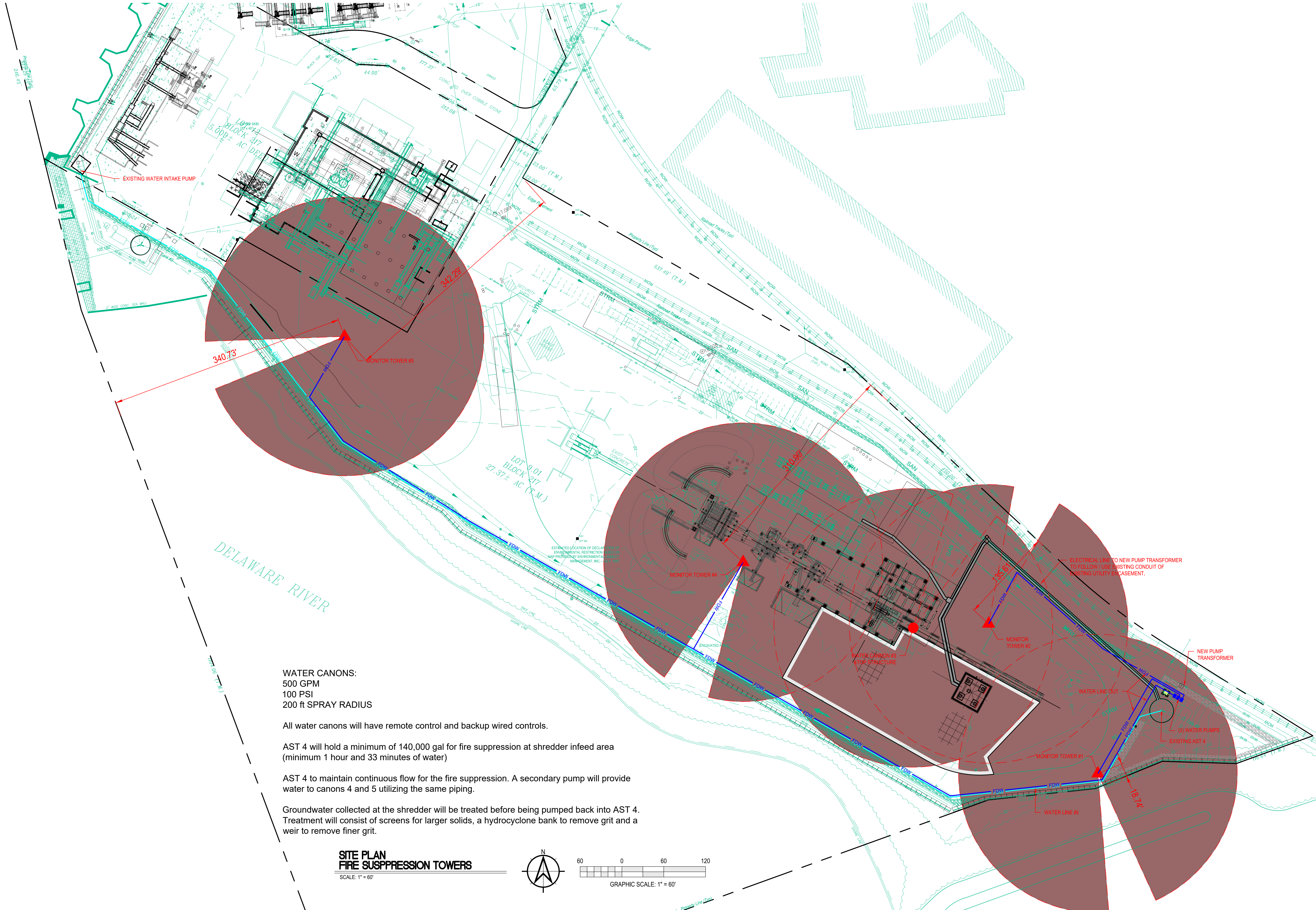
CITY OF CAMDEN STANDARD NOTES:	
<p>A. SELECT FILL FOR WATER /SEWER TRENCH INSTALLATION SHALL BE DENSE GRADED AGGREGATE 1-5, IN ACCORDANCE WITH THE SPECIFICATION SUBSECTION 901.08 OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION AND CONFORM TO THE TABLE IN SECTION 577-299.H OF THE ORDINANCE.</p> <p>B. AIR RELEASE CALVE SHALL BE INSTALLED AT HIGH POINTS OF THE WATER MAIN.</p> <p>C. THRUST BLOCKS AND RESTRAINTS SHALL BE INSTALLED AT ALL BENDS AND FITTINGS. THRUST BLOCKS SHALL HAVE TWENTY-EIGHT (28) DIA STRENGTH OF 4,000 p.s.i.</p> <p>D. STORM INLETS WHICH ARE CONNECTED DIRECTLY TO CITY COMBINED SEWERS MUST BE FURNISHED WITH A BUMP AND TRAP PER CITY STANDARD DETAILS.</p> <p>E. A CROP MANHOLE CONNECTION SHALL BE USED WHERE THERE IS A DIFFERENCE IN ELEVATION OF TWO (2) FEET OR GREATER. REFER TO CITY DETAILS.</p> <p>F. ALL RCP SHALL BE LINED ON THE INTERIOR WITH A COAT TAR EPOXY SEAL COAT WITH A MINIMUM OF FOUR (4) mils IN THICKNESS (DFT).</p> <p>G. AN AS-BUILT PLAN SHALL BE REQUIRED ON ALL COMPLETED WATER AND SEWER MAINS. THE AS-BUILT SHALL BE BASED ON A SURVEY BY A LICENSED NEW JERSEY PROFESSIONAL LAND SURVEYOR, AN ELECTRONIC FORMAT OF THE SAME IN COMPLIANCE WITH THE CITY ORDINANCE SHALL ALSO BE SUBMITTED.</p> <p>H. ALL PIPE SHALL BE MANUFACTURED AND SUPPLIED WITHOUT LIFTING HOLES.</p> <p><b>WATER / SEWER MAIN, SERVICES &amp; STORMWATER NOTES:</b></p> <p>1. PROCEDURE FOR ABANDONMENT OF SEWER AND WATER SERVICE SHALL COMPLY WITH THE CITY ORDINANCE.</p> <p>2. ALL NEW MANHOLES AND CATCH BASINS SHALL HAVE AN EXTERIOR COATING OF CARBOLINE COAL TAR EPOXY 300m. OR EQUAL. TWO COATS. EACH MANHOLE BASE SHALL PROVIDE CIRCULAR OPENINGS AT THE REQUIRED LOCATIONS AND ELEVATIONS FOR THE PROPER CONNECTIONS OF ALL PIPES. THE FLEXIBLE CONNECTIONS SHALL BE A-LOK FLEXIBLE CONNECTOR BY A-LOK PRODUCTS, OR EQUAL.</p> <p>3. MANHOLE FRAMES AND COVERS ARE TO PROVIDE FOR A THIRTY INCH CLEAR OPENING AT THE COVER IN ORDER TO ALLOW EASY ACCESS UNDER CONFINED SPACE ENTRY REQUIREMENTS. CAMPBELL FOUNDRY PATTERN NUMBER 1012B OR NJDOT APPROVED EQUAL.</p> <p>4. VIDEO SEWER INSPECTION, INFILTRATION / EXFILTRATION TESTING AND PIPE ALIGNMENT TESTING SHALL BE PERFORMED ON ALL NEW SEWERS PRIOR TO ACCEPTANCE AND / OR DEDICATION.</p> <p>5. ALL RCP SHALL BE LINED ON THE INTERIOR WITH A COAT OF EPOXY SEAL COAT WITH A MINIMUM OF 4 mils IN THICKNESS (DFT).</p> <p>6. ALL RCP FROM 24 INCHES UP TO AND INCLUDING 72 INCHES DIAMETER SHALL CONFORM TO ASTM C76. MINIMUM PIPE CLASS IV, WALL B.</p> <p>7. THE STRENGTH OF PRECAST CONCRETE FOR ALL INLETS AND MANHOLES SHALL BE EQUAL TO OR EXCEED 4000 psi.</p> <p>8. WATER SERVICE PIPES 2" DIAMETER SHALL BE COPPER TUBING AND SHALL COMPLY WITH THE LATEST STANDARD SPECIFICATIONS FOR SEAMLESS COPPER TUBE, ASTM DESIGNATION 88 SOFT TEMPER, TYPE K. PIPES LARGER THAN 2" DIAMETER SHALL BE DUCTILE IRON PIPE AND SHALL COMPLY WITH STANDARDS FOR DUCTILE IRON PIPE.</p>	

CITY OF CAMDEN STANDARD NOTES: (CONTINUED)
CAMDEN COUNTY SOIL EROSION AND SEDIMENT CONTROL NOTES
1. ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES.
2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
3. APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED.
4. THE CONTRACTOR SHALL PERFORM ALL WORK, FURNISH ALL MATERIALS AND INSTALL ALL MEASURES REQUIRED TO REASONABLY CONTROL SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS AND PREVENT EXCESSIVE FLOW OF SEDIMENT FROM THE CONSTRUCTION SITE.
5. ANY DISTURBED AREA THAT IS TO BE LEFT EXPOSED FOR MORE THAN THIRTY (30) DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE NEW JERSEY STANDARDS AND THEIR RATES SHOULD BE INCLUDED IN THE NARRATIVE. IF THE SEASON PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NEW JERSEY STANDARDS (I.E. PEG AND TWINE, MULCH NETTING OR LIQUID MULCH BINDER).
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE CONFIRMATION OF LIME, FERTILIZER AND SEED APPLICATION AND RATES OF APPLICATION AT THE REQUEST OF THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT.
7. ALL CRITICAL AREAS SUBJECT TO EROSION WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH AT A RATE OF 2 TONS PER ACRE, ACCORDING TO THE NEW JERSEY STANDARDS IMMEDIATELY FOLLOWING ROUGH GRADING.
8. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
9. ALL SEDIMENTATION STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY STORM EVENT.
10. A CRUSHED STONE TIRE CLEANING PAD WILL BE INSTALLED WHEREVER A CONSTRUCTION ACCESS EXISTS. THE STABILIZED PAD WILL BE INSTALLED ACCORDING TO THE STANDARD FOR STABILIZED CONSTRUCTION ACCESS
11. ALL DRIVEWAYS MUST BE STABILIZED WITH 2 1/2" CRUSHED STONE OR SUBBASE PRIOR TO INDIVIDUAL LOT CONSTRUCTION.
12. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES.
13. ALL CATCH BASIN INLETS WILL BE PROTECTED ACCORDING TO THE CERTIFIED PLAN.
14. ALL STORM DRAINAGE OUTLETS WILL BE STABILIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.
15. ALL DEWATERING OPERATIONS MUST DISCHARGE DIRECTLY INTO A SEDIMENT FILTER AREA. THE SEDIMENT FILTER SHOULD BE COMPOSED OF A SUITABLE SEDIMENT FILTER FABRIC. (SEE DETAIL). THE BASIN MUST BE DEWATERED TO NORMAL POOL WITHIN 10 DAYS OF THE DESIGN STORM.
16. N.J.S.A. 4-24-39, ET SEQ. REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE ALL PROVISIONS OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN HAVE BEEN COMPLIED WITH FOR PERMANENT MEASURES. ALL SITE WORK FOR THE PROJECT MUST BE COMPLETED PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE AS A PREREQUISITE TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY.
17. MULCHING IS REQUIRED ON ALL SEEDED AREAS TO INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED TO PROMOTE EARLIER VEGETATION COVER.
18. OFFSITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE EROSION CONTROL AND INSPECTOR.
19. A COPY OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT SITE DURING CONSTRUCTION.
20. THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY LAND DISTURBANCE.
21. ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPLIANCE WITH THE CERTIFIED PLAN TO ANY SUBSEQUENT OWNERS.
22. IMMEDIATELY AFTER THE COMPLETION OF STRIPPING AND STOCKPILING OF TOPSOIL, THE STOCKPILE MUST BE STABILIZED ACCORDING TO THE STANDARD FOR TEMPORARY VEGETATIVE COVER. STABILIZE TOPSOIL PILE WITH STRAW MULCH FOR THE SEASON PRIOR TO PERMIT THE APPLICATION AND ESTABLISHMENT OF TEMPORARY SEEDING. ALL SOIL STOCKPILES ARE NOT TO BE LOCATED WITHIN FIFTY (50) FEET OF A FLOODPLAIN, ROAD, ROADWAY OR DRAINAGE FACILITY AND THE BASE MUST BE PROTECTED WITH A SEDIMENT BARRIER.
23. ANY CHANGES TO THE SITE PLAN WILL REQUIRE THE SUBMISSION OF A REVISED SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT. THE REVISED PLAN MUST BE IN ACCORDANCE WITH THE CURRENT NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL.
24. METHODS FOR THE MANAGEMENT OF HIGH ACID PRODUCING SOILS SHALL BE IN ACCORDANCE WITH THE STANDARDS. HIGH ACID PRODUCING SOILS ARE THOSE FOUND TO CONTAIN IRON SULFIDES OR HAVE A pH OF 4 OR LESS.
25. TEMPORARY AND PERMANENT SEEDING MEASURES MUST BE APPLIED ACCORDING TO THE NEW JERSEY STANDARDS, AND MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NEW JERSEY STANDARDS (I.E. PEG AND TWINE, MULCH NETTING OR LIQUID MULCH BINDER).
26. MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
27. DUST IS TO BE CONTROLLED BY AN APPROVED METHOD ACCORDING TO THE NEW JERSEY STANDARDS AND MAY INCLUDE WATERING WITH A SOLUTION OF CALCIUM CHLORIDE AND WATER.
28. ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
29. USE STAGED CONSTRUCTION METHODS TO MINIMIZE EXPOSED SURFACES, WHERE APPLICABLE.
30. ALL VEGETATIVE MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK OF THE AMERICAN ASSOCIATION OF THE NURSERYMEN AND IN ACCORDANCE WITH THE NEW JERSEY STANDARDS.
31. NATURAL VEGETATION AND SPECIES SHALL BE RETAINED WHERE SPECIFIED ON THE LANDSCAPE PLAN.
32. THE SOIL EROSION INSPECTOR MAY REQUIRE ADDITIONAL SOIL EROSION MEASURES TO BE INSTALLED, AS DIRECTED BY THE DISTRICT INSPECTOR.



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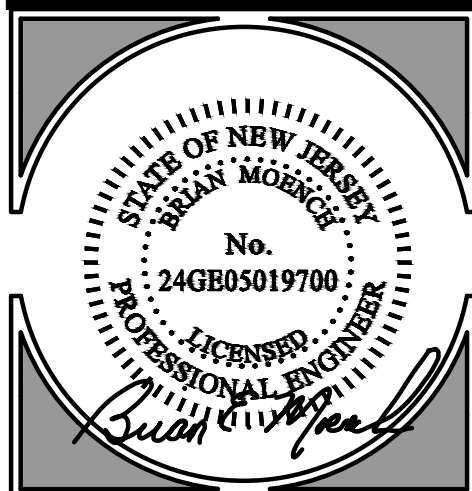
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## FIRE SUPPRESSION TOWERS and FOUNDATIONS

Block 217- Lots 9.01 & 12  
NS Jackson 389 W Ferry  
Camden, New Jersey

SITE PLAN - FIRE SUPPRESSION TOWERS



### REVISIONS:

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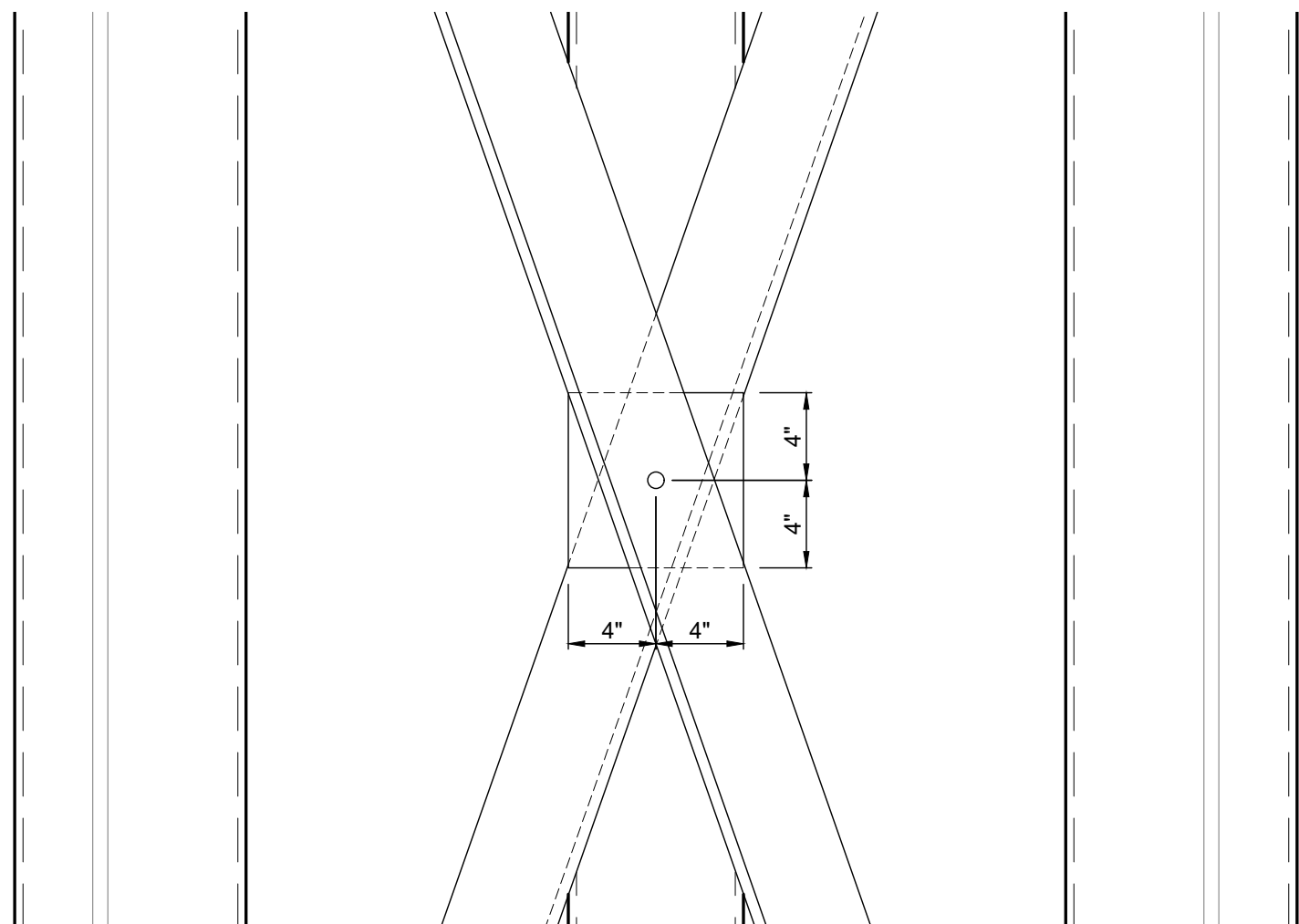
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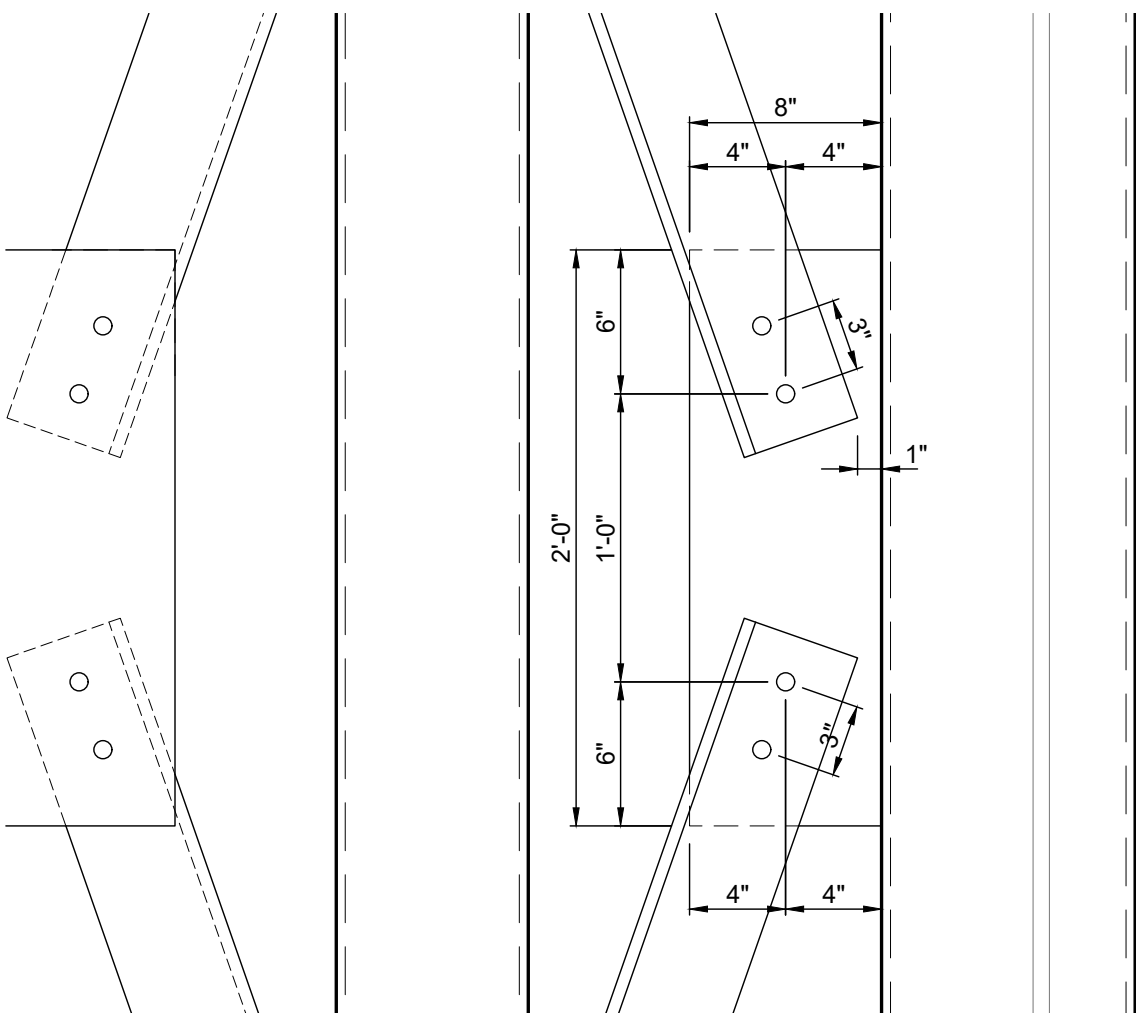


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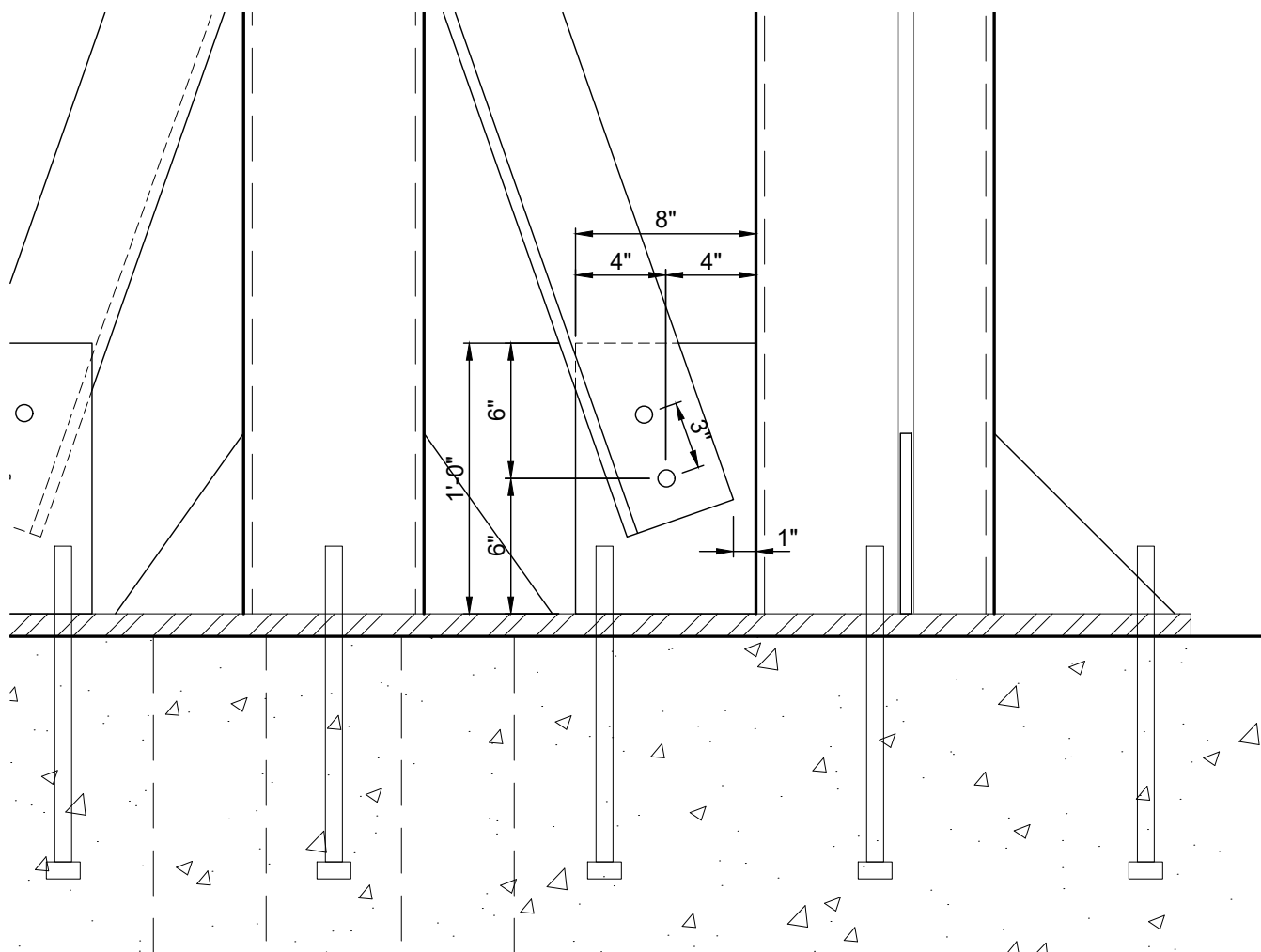
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8"x8"x3/4" SPACER PLATE



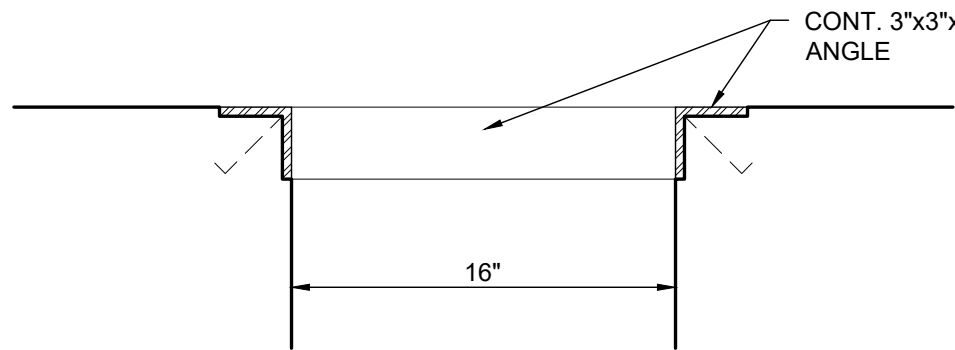
8"x24"x3/4" PLATE



8"x12"x3/4" PLATE

X-BRACING  
STEEL PLATE DETAILS

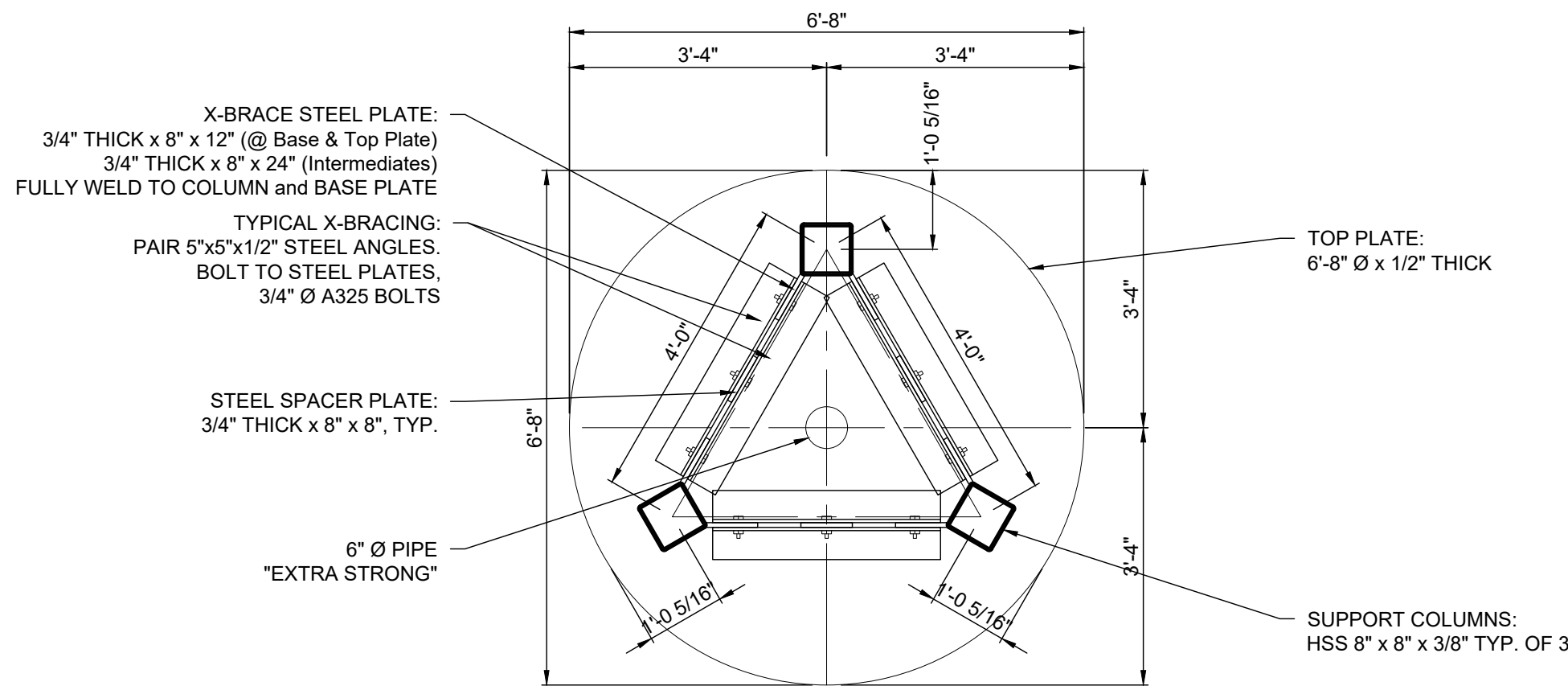
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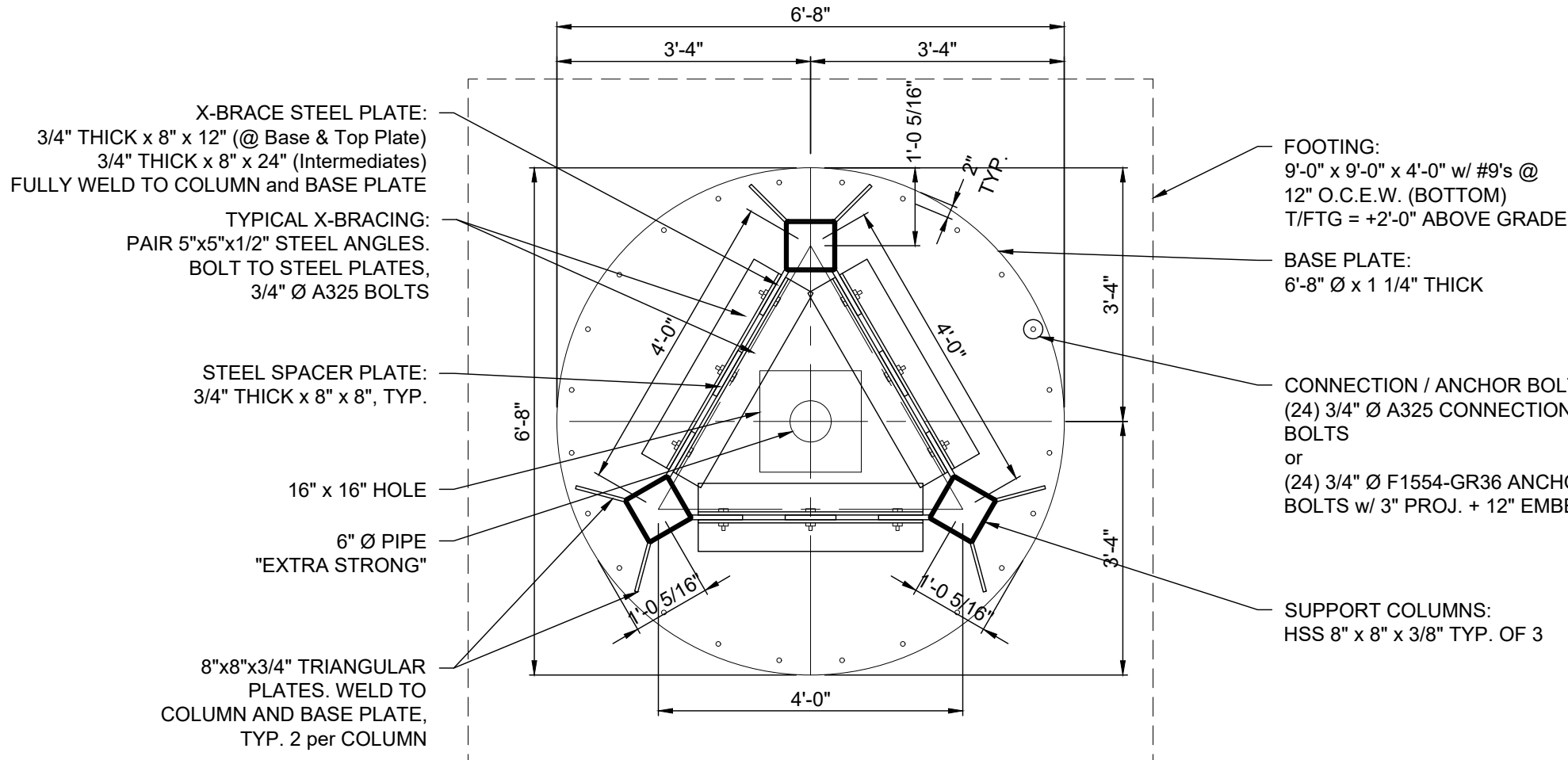
STEEL ANGLE DETAIL

STEEL ANGLE DETAIL

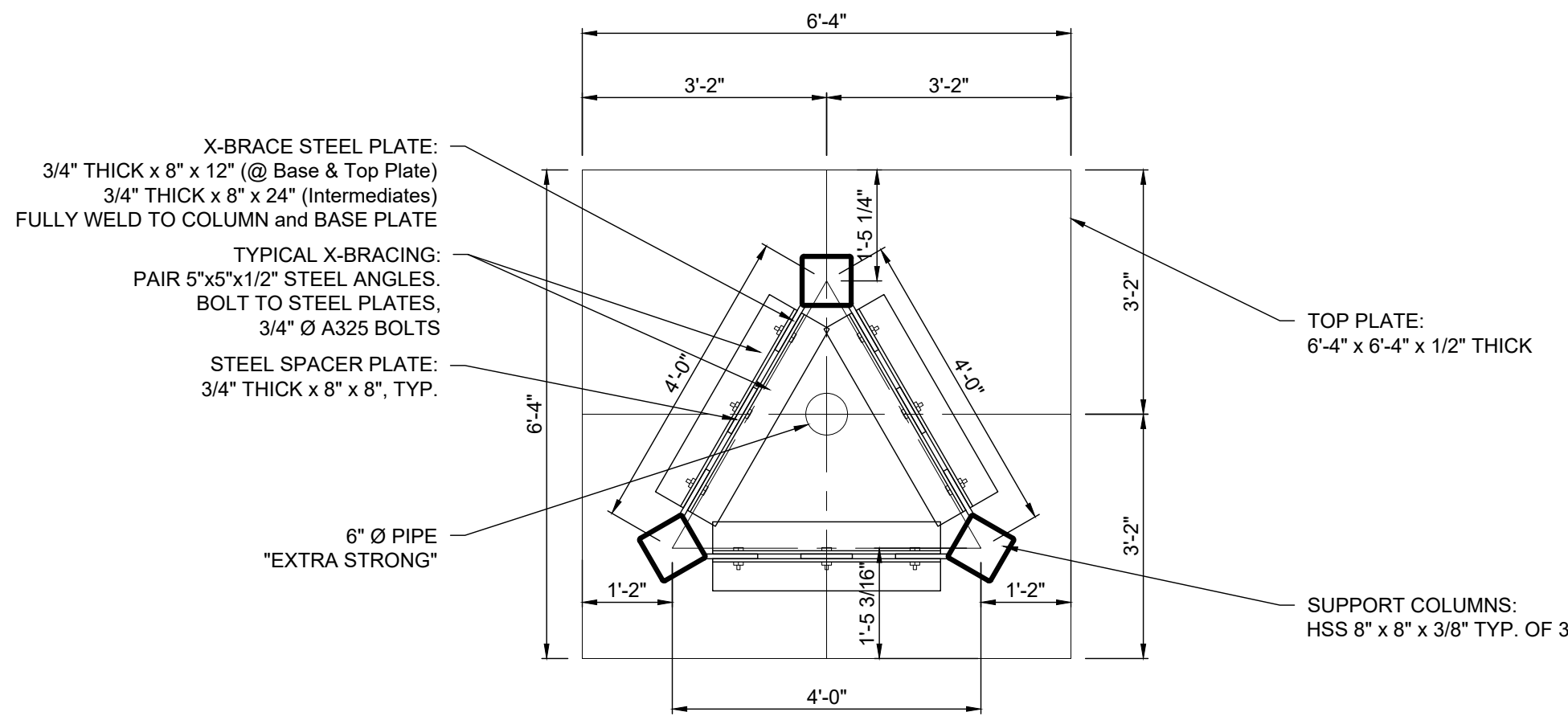
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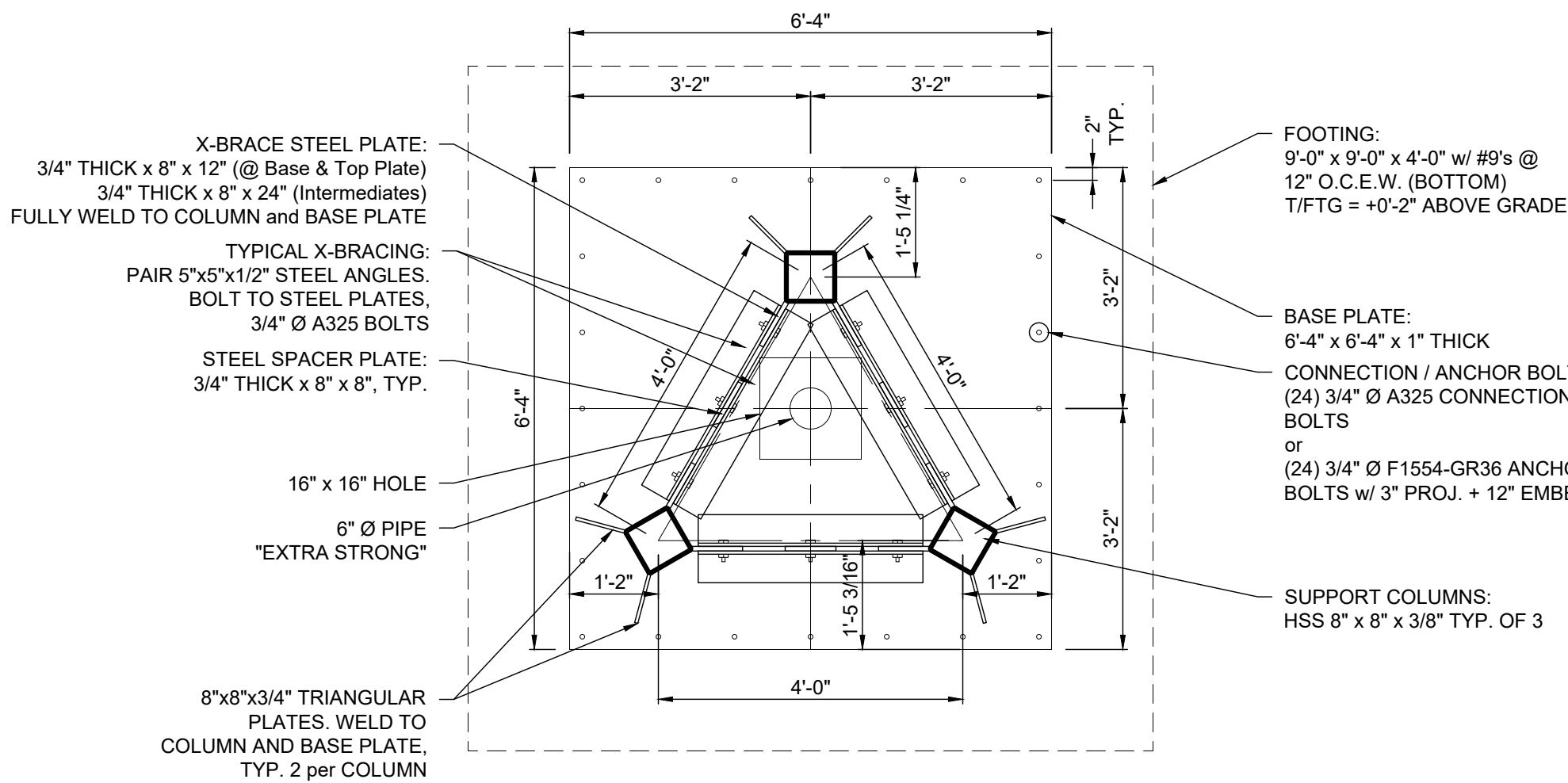
TOP PLATE - OPTION #2



BASE PLATE - OPTION #2



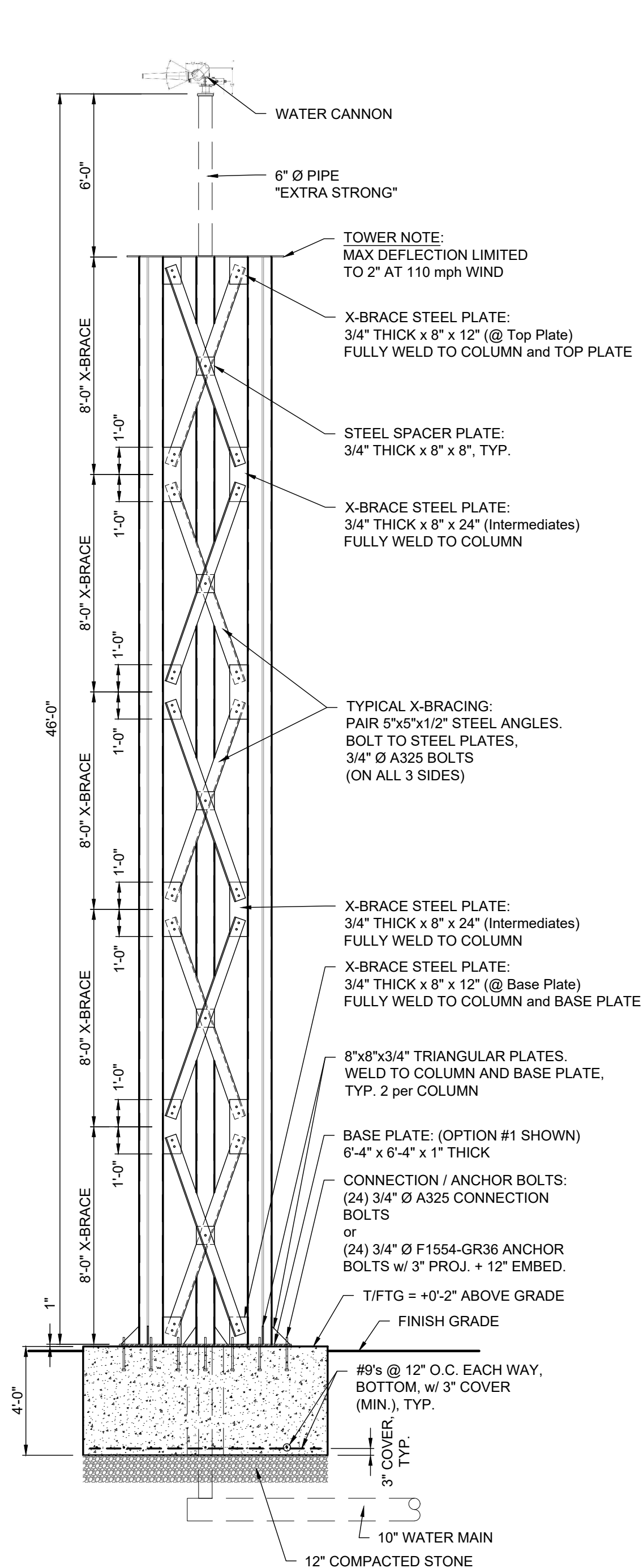
TOP PLATE - OPTION #1



BASE PLATE - OPTION #1

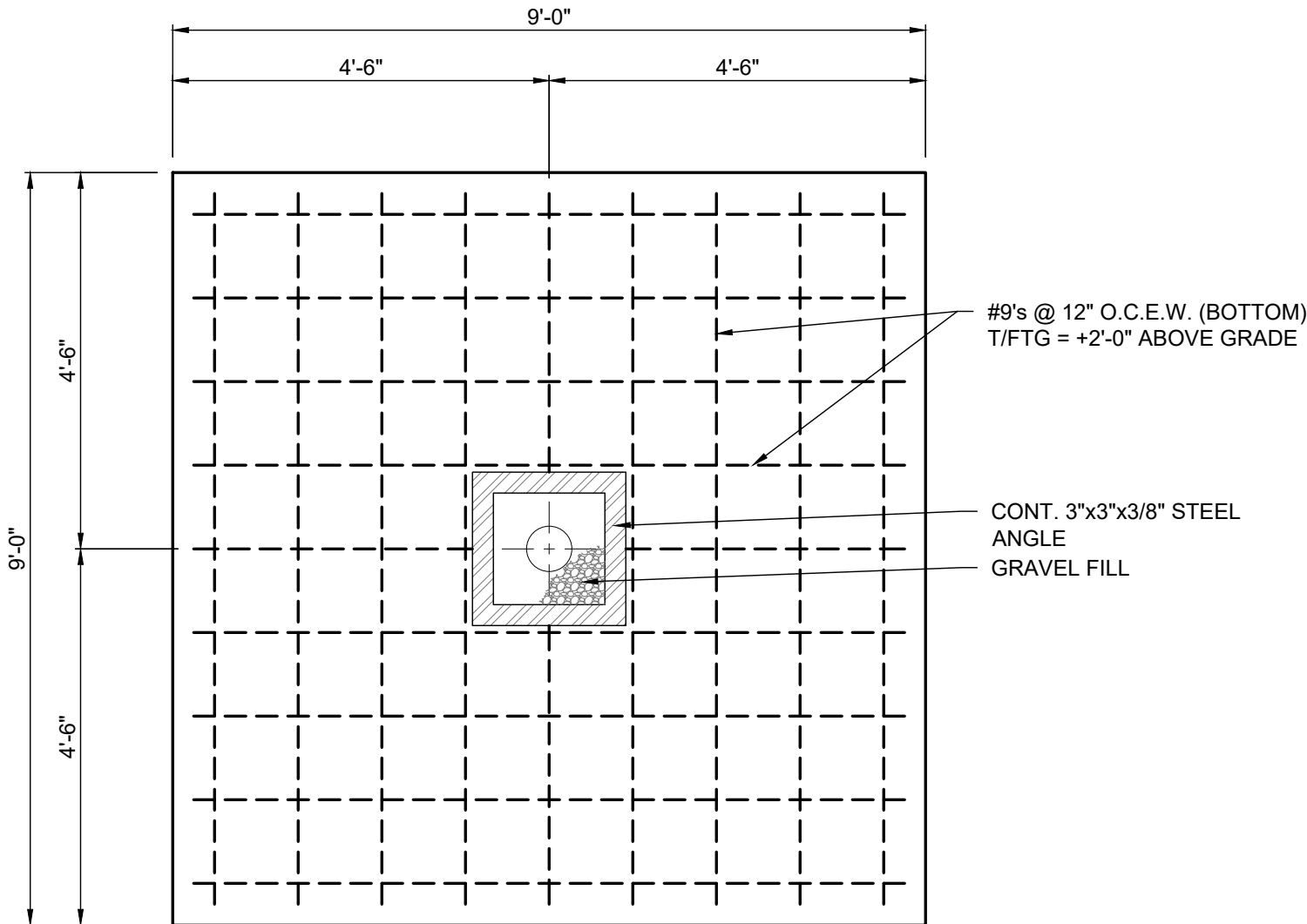
BASE and TOP PLATE DETAILS

SCALE: 1/2" = 1'-0"



TOWER ELEVATION

SCALE: 1/4" = 1'-0"



TOWER FOUNDATION

SCALE: 1/2" = 1'-0"

NOTE:  
STEEL STRUCTURE DESIGN BY OTHERS.  
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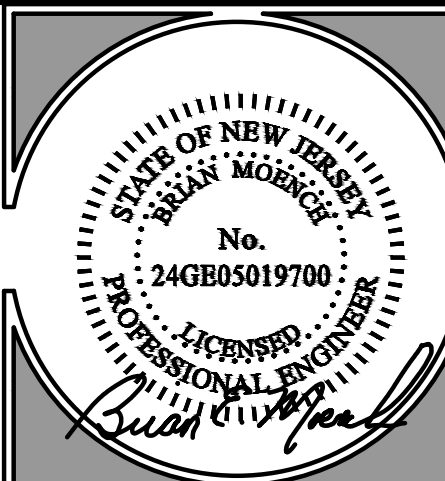
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FIRE SUPPRESSION TOWERS and FOUNDATIONS

Block 217- Lots 9.01 & 12  
NS Jackson 389 W Ferry  
Camden, New Jersey

SECTIONS AND DETAILS



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